



GOLF LINKS

NH-24, Ghaziabad

Application for Allotment of an Apartment in Golf Links, Ghaziabad
(Fill in Block Letters)

Application No.....

Date.....

To,
M/s Landcraft Developers Private Limited
C-22, IIIrd Floor, RDC, Raj Nagar
Ghaziabad-201002

**1st Applicant
Photo**

**2nd Applicant
Photo**

I/We request that I/We may be considered for allotment of an Apartment in Golf Links Project, situated at NH-24, Village Mehrauli, Pargana Dasna, Tehsil & District Ghaziabad. I/we opt to pay the Sale Price of the said Apartment as per the following plan. (tick any one)

- Down Payment Plan
- Installment Payment Plan
- Construction Linked Plan
- Flexi Payment Plan

I / we remit/remitted herewith a sum of
Rs (Rupees) only) by Cash/DD/Cheque
No..... Dated drawn on favouring M/s Landcraft
Developers Pvt. Ltd. being the Booking Amount.

In the event of the Company agreeing to allot to me / us a Apartment I/ we agree to pay all future installments of Basic Sale Price and other charges as per terms & conditions of the allotment herein contained and as per payment plan opted by me/us. I/we have read and understood the terms and conditions of allotment as detailed in Apartment Buyer Agreement, appended to with this application and agree to abide by the same.

If, however I / we fail to pay further installments as aforesaid, the Company shall be entitled to treat this Application as cancelled and to forfeit the Earnest Money as per terms & conditions as of Apartment Buyer Agreement, which I/we shall raise no objection of any kind.

I / We agree that the acceptance of my / our application do not entitle me / us to any right in the Apartment until all payments towards basic sale price and other charges have been paid by me / us in full on or before the due dates.

I / We further agree that I / we shall abide by all the terms and conditions of the Company that are in force or that may be brought into force from time to time, by the Company.

I / We understand that the Company reserves absolute right to accept / reject the present Application without assigning any reason whatsoever.

I / we understand that the sole responsibility of arranging the housing loan is on me/us. The company will only facilitate the loan process.

My / Our particulars are given below:

PARTICULARS OF FIRST / SOLE APPLICANT:

Applicant's Name.....
 Father's / Husband's Name..... Occupation.....
 Nationality..... Resident Indian Non-Resident Indian
 Date of Birth / Age Marital Status – Married Single
 Permanent Address.....
 Address for Correspondence.....
 Telephone Nos. Residence..... Office.....
 Mobile..... Fax..... E-mail.....
 PAN No. * / Income Tax Ward circle No.....

Applicant

Co applicant

PARTICULARS OF CO-APPLICANT

Co-Applicant's Name.....
Father's / Husband's Name..... Occupation.....
Nationality..... Resident Indian / Non- Resident Indian
Date of Birth / Age..... Marital Status – Married Single
Permanent Address.....
Address for Correspondence.....
Telephone Nos. Residence..... Office.....
Mobile..... Fax..... E-mail.....
PAN No. * / Income Tax Ward Circle No.....

PARTICULARS OF FIRMS /SOCIETY/TRUST/COMPANIES

Name of the Firm/ Society/Trust/Company.....
Registration No..... E-mail.....
Registered Office.....
Address Correspondence.....
Telephone No..... Fax.....
Authorized Signatory (Name)..... Father's Name.....
Address.....
Phone No. (Residence)..... Office..... Mobile No.....
PAN No. * / Income Tax Ward Circle No.....

*** Attach Form 60 or 61 as the case may be, if PAN is not available**

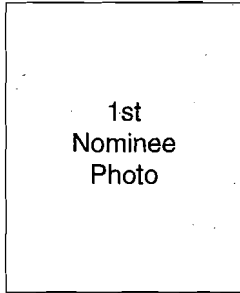
I / We enclose herewith copies of the following documents:

- (i) PAN Card
- (ii) Address Proof (Election Card/Passport/Driving License)
- (iii) Society / Trust / Co.
 - a) Copy of Memorandum & Articles of Association
 - b) Certificate of Incorporation
 - c) Board's Resolution
 - d) List of Directors / Trustees
- (iv) Firm
 - a) Copy of Partnership Deed
 - b) Authority Letter

Bank Name with A/c No..... (For payment / refund)

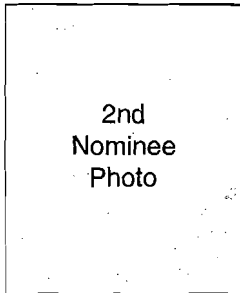
PARTICULARS OF NOMINEE OF APPLICANT

Name..... Guardian's Name.....
Date of Birth / Age..... Relationship..... Nationality.....
Address.....
Phone No.....



PARTICULARS OF NOMINEE OF CO-APPLICANT

Name..... Guardian's Name.....
Date of Birth / Age..... Relationship..... Nationality.....
Address.....
Phone No.....



DETAILS OF APARTMENT:

• Apartment No _____ Floor No. _____ Tower No. _____ having:
- Built-up/Covered/Apartment Area _____ Sq. mtr. (_____ sq. Ft), and

Applicant

Co applicant

- Super Area _____ Sq. mtr. (_____ sq. Ft) together with exclusive right to use and occupy _____ Nos. of Open / Covered Reserved Car Parking Spaces

Cost Details of Apartment

Particular	@ Rate (in Rs.)	Amount (in Rs.)
A) Sale Price(inclusive of one Covered/ Open Car Parking Space)		
Vat Extra (as applicable)		
Service Tax Extra (As applicable)		
Sub Total A		
B) Other Charges		
(i) Club Membership		
(ii) Power Back-up facility -----KVA		
(iii)		
Service Tax Extra (As applicable)		
Sub Total B		
C) Complex Maintenance & Management (CMM)		
(i) 2 years Advance Maintenance Charges (AMC).		
(ii) EMCC(Electronic Meter Connection Charges) on Possession		
(iii) Optical Fiber Charges(Nano Network) as applicable		
(iv) Building Insurance		
Vat Extra (as applicable)		
Service Tax Extra (As applicable)		
(D) Security deposit		
(i) (IFMS) Interest Free Maintenance Security (Non refundable)		
(ii) 2 years Advance Sinking Fund (Non refundable)		
(iii) Optical Fiber (Nano Network) as applicable refundable by the service provider		
(E) Metro cess as applicable		
(F) Any other Tax/Cess/duty/other charges as applicable		
Grand Total (in Figures)		
Grand Total (in Words)		

Booking Will be Considered Once we receive 10% Amount of the total Flat Cost, any Part Payment of booking amount will be treated As an advance.

*The Basic Sales Price shall be recomputed on the basis of actual area at the time of possession.

PAYMENT PLANS: (Tick as applicable) **TDS to be deposited by the Allottee**

Down Payment Plan

S. No.	Periodicity	Due Date	Amount (in Rs.)
1	Booking Amount		
2	Withindays of booking		
3	On offer of Possession		
		Total	

Applicant

Co applicant

Installment Payment Plan

Construction Linked Plan

Flexi Payment Plan

S.No.	Installments / Particular	% @	Due Date	Amount (in Rs.)	Remarks
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
			Total		

NOTES:-

1. Registration fees, stamp duty, maintenance security, and other miscellaneous charges shall be borne and paid by the Intending Allottee, as applicable.
2. Service Tax, Vat if any shall be charged extra, as applicable.
3. All taxes, Vat, charges, metro cess or any other cess, whatsoever or of any kind, that may be levied in future shall be borne and paid by the Intending Allottee.
4. Built up area /Super Area is subject to actual confirmation at the time of possession as well as terms & conditions of the House Buyer Agreement.
5. Any rebate for early payment (any) shall be allowed as may be decided by the Company from time to time, at its sole discretion.
6. All payments shall be payable at Ghaziabad / New Delhi only.

Declaration

I/we the above applicants hereby declare that the particulars given are true & correct and nothing has been mis-represented there from.

First/Sole Applicant's Name.....

Signature

Co-applicant's Name.....

Signature.....

For Office Use Only

Marketing Department

- i) Receiving by
- ii) Date.....
- iii) Booking Amount
- iv) Booking Through

Accounts Department

- i) Receiving Officer
- ii) Date.....
- iii) Checked by
- iv) Receipt No.....

Applicant

Co applicant

"The Golf Links"
Ghaziabad (Uttar Pradesh)
APARTMENT BUYERS' AGREEMENT

This AGREEMENT is made at Ghaziabad on this _____ day of _____;

BETWEEN

LANDCRAFT DEVELOPERS PRIVATE LIMITED, a Company registered under the provisions of the Companies Act, 1956, having its registered office at Parmesh Corporate Towers, 309, 3rd Floor, Plot No. 13, Karkardooma Community Centre, Delh – 110092 and corporate office at C -22, III Floor, R.D.C., Raj Nagar, Ghaziabad – 201002 (hereinafter referred to as the "**Company/Developer**" which expression unless repugnant to the context or meaning thereof, shall mean and include its successors-in- interest and assigns) having corporate identification No. No. U45201DL2005PTC132131 through its duly Authorized Signatory, Mr./Ms. vide Board Resolution dated R/o. of THE FIRST PART.

AND

(For Individuals)

1. Mr./Ms. _____
Son/Daughter/Wife of Mr./Ms. _____
Resident of _____

*2. Mr./Ms. _____
Son/Daughter/Wife of Mr./Ms. _____
Resident of _____

(* to be filled up in case of joint purchasers)

(hereinafter singly/jointly, as the case may be, referred to as the "Allottee" which expression shall, unless repugnant to the context or meaning thereof, include his/her/their heirs, executors, legal representatives and successors) of THE OTHER PART.

OR

(For Partnership Firms)

** M/s. _____ a partnership firm duly registered under the Indian Partnership Act, 1932 having its office at _____ (hereinafter referred to as 'Allottee' which expression shall, unless repugnant to the context or meaning thereof, include all the partners of the partnership firm and their heirs, legal representatives) of the Other Part (copy of the resolution signed by all Partners required) acting through its partner authorized by resolution dated _____ Mr./Ms. _____.

OR

(For Company)

** M/s. _____ a Company registered under the Companies Act, 1956, having its registered office at _____ and Corporate Identification Number _____ (hereinafter referred to as the "Allottee", which expression shall, unless repugnant to the context or meaning thereof, include its successors) of the Other Part (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required) acting through its duly authorized signatory Mr./Ms. _____ authorized by Board resolution dated _____.

(* * Delete whichever is not applicable)

COMPANY'S REPRESENTATIONS

A. The Company is the lawful and absolute owner of contiguous land parcel aggregating to 74763.97 Sq mtr. approx., situated at NH 24, Village Mehrauli, Paragna Dasna, Tehsil & District Ghaziabad, U.P. (hereinafter referred to as "Project Land/Said Land") having acquired the same through various sale deeds registered in the office of Sub-Registrar, Ghaziabad, U. P. more fully detailed in Schedule – I hereunder;

Allottee(s)

Company / Developer

- B. The Company has planned development of a residential township under the name and style of "Golf Links" ("Project/Complex") in terms of the approved layout plans comprising of residential apartments/ units in various towers, pent houses, villas, parking spaces, Common Areas and Facilities, Community Center/ Club, EWS units, Nursery Schools, commercial component etc. as per sanctioned Building Plans and revisions thereof at any time in future in phased manner.
- C. The Company has obtained statutory approvals for development of Project and is authorized to construct the Project in terms of the above mentioned License, Development Agreement and various other approvals of the GDA and other concerned authorities.
- D. The Company may acquire land(s) adjoining to the Total Land/ Project and upon acquisition/ purchase of such land(s) as and when licensed and approved by the competent authority(ies), shall be made part of the Project and the layout plan/ statutory approvals will be revised.
- E. In the aforesaid manner, the Company is solely and fully authorized to market, book, allot and sell Residential Units/ Apartments together with Parking spaces/ Commercial Units etc. comprised in the said Project to prospective purchasers and to receive payments therefrom in its own name and account in installments or lump sum as per Scheduled Payment Plan and to give valid receipts thereof. It is envisaged that the apartments on all floors in the buildings in said Project shall be sold and/ or owned as independent Dwelling Units with proportionate impartible and undivided rights and share in Land.

ALLOTTEE REPRESENTATION

- A) The Allottee vide Application dated _____ applied for allotment of an Apartment in the said Complex along with the right of exclusive use of ___ Nos. Open/ Covered Reserved Car Parking Space(s) (herein after defined) in the Said Complex. The Company has, vide an allotment letter dated _____ ("Allotment Letter"), allotted the residential Apartment bearing No. _____, on the _____ floor of Tower No. _____, having Super Built Up Area of _____ square meter, equivalent to _____ square feet, which includes Built-up Area (i.e. Covered Area/ Apartment Area) of _____ square meter, equivalent to _____ square feet which is more specifically described in Schedule II hereto ("Apartment") alongwith proportionate undivided interest in the Common Areas and Facilities together with exclusive right to use and occupy _____ nos. of Open/ Covered reserved car parking space(s) for the exclusive use and enjoyment of the said Apartment in the Project in favour of Allottee.
- B) The Allottee acknowledges that the Company has provided all the information and clarifications to the Allottee including inspection of the sanctioned building plans, statutory approvals of the Project, title deeds and other relevant documents pertaining to the said Project, and the rights and interest of the Company to develop and construct the said Project on the Project Land, and to sell apartments/ dwelling units/ other units comprised in the said Project and enter into this Agreement and the Allottee has understood and satisfied himself about the same.
- C) The Allottee is also aware and acknowledges that the Company has allotted or shall be allotting to other persons the apartments/ dwelling units above, below and adjoining the said Apartment or elsewhere in the said Building/ Project. The rules, regulations and laws applicable to the said Project, terms and conditions of allotment of apartments/ dwelling units in the said Project, obligations and limitation of the Allottee in respect thereof have been explained by the Company and understood by the Allottee and there shall not be any objection by the Allottee in this respect in future.
- D) The Allottee has relied on his own judgment and investigation in deciding to apply for allotment of the said Apartment and has not relied upon and/or is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature, whatsoever, whether written or oral made by the Company, or any selling agents/ sales organizers/ brokers or otherwise including but not limited to any representations relating to the description or physical condition of the Apartment/ Building/ Complex.
- E) It has also been clarified and conveyed to the Allottee that the Company may acquire and/or enter into arrangements/ agreements with owners of some of the adjoining lands and make them part and parcel of the present development/ Project and thereby increasing the scope and ambit of the presently planned development by having additional buildings and/or floors to be developed and constructed in the Project in accordance with sanctions and revisions of building plans as may be permitted by competent authorities.

Mutual Representations:

- F) Whereas the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project Land and the Project and the terms and conditions contained in this Agreement and the Allottee has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement.
- G) Whereas 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 & conditions appearing hereinafter.

Definitions

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

"Allotment Letter" shall have the meaning assigned to it under Recital A of Allottee's Representation herein.

"Apartment" shall mean residential Apartment bearing No. _____, on the _____ floor of Tower No. _____, having Super Built-Up Area of _____ square meter, equivalent to _____ square feet, which includes a Built-up Area (Covered Area/ Apartment Area) of _____ square meter, equivalent to _____ square feet which is more specifically described in Schedule II hereto along with all easements, privileges, rights and benefits attached thereto.

"Apartment Act" means the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Rules framed there under and/or any other statutory enactment or modifications thereof.

"Agreement" means this Apartment Buyers' Agreement executed by the Allottee and the Company.

"Allottee" means the person to whom the said Apartment has been allotted and who is entering into this Agreement with the Company for Allotment of the Said Apartment.

"Association" means the association of apartment owners at the Project to be formed in terms of provisions of the Apartment Act.

"Building" means the tower/ building in the Complex/Project in which the Apartment will be located.

"Built-up Area" means the meaning ascribed to it in Annexure 1 and shall also include and mean Apartment Area or Covered Area.

"Common Areas and Facilities" shall have the meaning ascribed to such term under the Apartment Act.

"Company" means **M/s. Landcraft Developers Private Limited**, a company registered under the Companies Act, 1956 having registered office Parmesh Corporate Towers, 309, 3rd Floor, Plot No. 13, Karkardooma Community Centre, Delhi – 110092 and corporate office at C -22, III Floor, R.D.C., Raj Nagar, Ghaziabad – 201002.

"Completion Date" for the Project or part thereof shall mean the date of offer of possession.

"Conveyance Deed" means the deed of conveyance which shall convey title and ownership of the Apartment in favour of the Allottee in accordance with this Agreement and shall also include and mean Sale Deed.

"Declaration" shall mean the Declaration (including any amended Declaration) filed/ to be filed under the Apartment Act, with the competent authority, with regard to the Apartment/ Building/ Project.

"GDA" means the Ghaziabad Development Authority;

"Earnest Money" shall have the meaning assigned to it under Cl. 2.7 hereinafter.

"Force Majeure" shall have the meaning assigned to it under Cl. 19 hereinafter.

"Grace Period" shall have the meaning assigned to it under Cl. 11.2 herein;

"Holding Charges" shall have the meaning assigned to it under Clause 11.9 herein.

"IFMS" shall mean the interest free maintenance security to be paid by the Allottee for the maintenance and upkeep of the Complex or part thereof to be paid as per the Schedule of Payments (Schedule III) hereinafter to the Company or to the Maintenance Agency as applicable at the time of possession for the said Apartment.

"Independent Areas" shall have the meaning ascribed to such terms under the Apartment Act.

"Maintenance Agency" shall mean the agency who is assigned the responsibility for carrying out the maintenance of the Complex/Project by the Company or the Association.

"Maintenance Agreement" shall have the meaning assigned to it under Cl. 15.

"Maintenance Charges" shall mean the charges payable by the Allottee to the Company, Association or Maintenance Agency for the maintenance services of the Complex/Project or part thereof, including Maintenance of Common Areas and Facilities more fully detailed hereinafter.

"Non Refundable Amounts" means the interest paid or payable on delayed payments, non refundable taxes, cesses, charges, brokerage paid/ payable by the Company, if any, on allotment of the Said Apartment, etc.

"Preferential Location Charges (PLC)" means charges for the preferential location attribute(s) of the Said Apartment payable/ as applicable to be calculated on per sq. mtr./sq. ft. based on Super Area of the Said Apartment, as mentioned in this Agreement.

"Project" means the Group Housing Project **"Golf Links"**, being developed by the Company on the Project Land in accordance with the approvals granted by GDA and other concerned authorities,

"Total Land" means the land admeasuring about 76627.26 Sq mtr , equivalent to 18.93 acres. approximately or thereabouts situated at Village Mehrauli, Paragna Dasna, Tehsil & District Ghaziabad, U.P.

"Reserved Car Parking Space" shall mean the designated/ reserved car parking space(s) exclusively allotted to the Allottee in the Project for parking light motorized vehicles meant for personal use only.

"Statutory Charges" shall mean the proportionate amount payable by the Allottee towards the External Development Charges (EDC), Infrastructure Development Charges (IDC) and any other infrastructure augmentation charges levied/ leviable by whatever

name called(demanded now or in future by the Government) paid by the Developer to competent government authorities in relation to the Project.

“Super Area” or “Super Built-up Area shall have the meaning ascribed to it in Annexure 1

“Taxes and Cesses” shall mean any and all taxes payable by the Company and/or its contractors (including sub-contractors), suppliers, consultants, etc. by way of value added tax, state sales tax, central sales tax, works contract tax, labour cess, service tax, cess, educational cess, worker’s welfare cess or any other taxes, charges, levies by whatever name called, in connection with the construction of the Said Apartment/Said Complex, now or in future.

“Sale Consideration” shall mean the consideration payable by the Allottee towards the purchase of all rights, title and interest in the Apartment including undivided, proportionate right share and interest in the Common Areas and Facilities alongwith right of exclusive use of Open/ Covered Reserved car parking space(s) and any other Independent Areas facilities (if any) in the Project but does not include other amounts, charges, security amount etc., viz. Statutory Charges, Taxes and Cesses, Electric & Water Connection Charges, Prepaid Electrical System Charges, Advance Maintenance Charges, IFMS, etc. which are payable in accordance with the terms of the Application/ Agreement.

Interpretation

Unless the context otherwise requires in this Agreement:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- d. References to Recitals, Clauses or Schedules are, unless the context otherwise requires, references to recitals, clauses or schedules of this Agreement;
- e. Headings to Clauses are for information only and shall not form part of the operative provisions of this Agreement and shall not be taken into consideration in its interpretation or construction;
- f. To the extent to which any provision of this Agreement conflict with its Schedule or any provision of the Application or the Allotment Letter, the provision of this Agreement will prevail.
- g. Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.

NOW, THEREFORE, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. ALLOTMENT OF APARTMENT AND PRICE PAYABLE FOR THE APARTMENT

1.1 That in pursuance to the said Application of the Allottee and application money and in consideration of the Allottee agreeing to comply with the terms & conditions of this Agreement and making timely payments of the Sale Consideration of the said Apartment and other charges specified in the Schedule of Payments (Schedule III), and elsewhere in the Agreement, the Company in accordance with and subject to the terms and conditions set out in this Agreement hereby agrees to allot, sell, transfer, convey and assign in favour of the Allottee the said Apartment along with proportionate undivided right, share and interest in the Common Areas and Facilities together with exclusive right to use and occupy the Reserved Open / Covered Car Parking Space(s) and any other Independent Areas (if any) for the use and enjoyment of the said Apartment, free from all encumbrances and the Allottee hereby agrees to acquire and purchase the . Said Apartment which is also detailed below for the said consideration and on the terms and conditions mutually agreed by and between the Parties and contained in this Agreement.

1.2 DETAILS OF APARTMENT:

- ⊙ Apartment No _____ Floor No. _____ Tower No. _____ having:
- ⊙ Built-up/Covered/Apartment Area _____ Sq. mtr. (_____ sq. Ft), and
- ⊙ Super Area _____ Sq. mtr. (_____ sq. Ft) together with exclusive right to use and occupy _____ Nos. of Open / Covered Reserved Car Parking Spaces

1.3 The Allottee understands and agrees that the Open / Covered Reserved Car Parking Spaces mentioned in this Agreement will be treated as a single indivisible unit for all purposes including but not limited to the Apartment Act and only confer right of exclusive use of said Open / Covered Reserved Car Parking Spaces with only right to park his car at the specified space/ spaces and shall stand automatically transferred along with the transfer of the Apartment. The right of exclusive use of Open / Covered Reserved Car Parking Space is integral part of the Apartment and cannot be detached from the Apartment being hereby sold under this Agreement. The Allottee agrees and confirms that the right of exclusive use of Open / Covered Reserved Car Parking Space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Apartment under any of the provisions of this Agreement. All

clauses of this Agreement pertaining to use, possession, cancellation etc. shall apply mutatis mutandis to the said Open / Covered Reserved Car Parking Spaces wherever applicable. Save and accept as provided in this Agreement, the Common Areas and Facilities of the Project/ Complex shall be as per the provisions of the Apartment Act.

- 1.4 It is hereby clarified by the Developer that any additional car parking spaces forms part of the Independent Areas. Any additional car parking space (s) forming part of such Independent Area will be charged extra by the Developer at the prevailing rate and will be offered subject to availability.
- 1.5 The Company shall also have the right to mark and demarcate other areas out of the Common Areas and Facilities as Independent Areas on ground, terrace or elsewhere in the Project including open/ covered parking spaces for the use of specified apartments/ owners to the exclusion of other apartments/ owners.
- 1.6 It is agreed and accepted that subject to the terms and conditions of this Agreement and upon execution of Conveyance/ Sale Deed, the Allottee shall have the following rights with regard to the said Apartment:
- i) Ownership of the said Apartment i.e. Built-up area (Covered area/ Apartment Area) of said Apartment as described above and detailed in Annexure 1
 - ii) Exclusive right to use ____ Nos. Open / Covered Reserved Car Parking Space(s) (without any ownership right) attached exclusively to said Apartment for parking of Allottee's vehicles only and for no other use whatsoever. The Allottee hereby acknowledges that the said Apartment along with said Parking Space(s) will always be deemed to be a single indivisible unit for all purposes including the Apartment Act and, as such, cannot be transferred separately. Subject to clause 1.5 above, the Allottee agrees that the Allottee shall not have any claim, right or interest whatsoever in respect of any other parking space(s) save and except those reserved for his exclusive use as hereinabove. The Company shall have sole right to deal with or dispose of other parking space(s) in the Said Complex in the manner in which the Company may deem fit.
 - iii) Undivided proportionate right share and interest in Common Areas and Facilities within the said Project/ Complex for common use of all the allottees in the Project/ Complex including the Community Centre/ Club, subject to fulfillment of the terms and conditions specified from time to time for the use of the same. Since the interest of the Allottee in the said Common Areas and Facilities is undivided, he shall, subject to timely payment of Maintenance Charges use the same harmoniously alongwith other allottees/ occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. However such Common Areas and Facilities earmarked for common use of all the allottees shall not include the exclusive Open/ Covered Reserved Car Parking Spaces allotted individually and exclusively to specified apartments for their exclusive use as Independent Areas.
 - iv) Undivided proportionate right share and interest in the Total Land calculated in the ratio of Super Area of the said Apartment to the total Super Area of all apartments, dwelling units, pent houses, villas, shops/ commercial units and EWS units in the said Project as per the Apartment Act.
- 1.7 That save and except for said Apartment allotted herein as aforesaid, including common and undivided right in the Common Areas and Facilities, all other areas/development in the Project including, all roofs/ terraces of buildings, basements, unallotted parking spaces and all unallotted/ unsold built-up areas in the buildings in the said Project including other buildings/ Independent Areas including but not limited to viz commercial spaces, nursery schools, EWS etc. even if provided in stilts/ basements or vacant lands earmarked for the same and all open lands/ areas presently vacant for sanctioned or permissible future development & construction of buildings, are specifically excluded from the scope of this Allotment and the Allottee shall have no ownership rights, or other rights/ claims whatsoever except as specifically provided in this Agreement and they shall continue to vest in the Company who shall always be deemed to be in possession of the same and the Company shall have the sole right and absolute authority to deal with such areas and spaces in any manner including by way of sale, transfer, lease or any other mode which the Company may deem fit in its sole discretion. The Allottee shall not raise any objection in any manner in connection therewith in person or in form of association and all liquidated loses/ damages suffered due to wrong acts of the Allottee or Association of allottees will be liable to be paid to the Company by defaulting Allottee / Association.

2. SALE CONSIDERATION

- 2.1 The Allottee shall pay to the Company as sale consideration a sum of Rs. _____/- (Rupees _____ only) (**Sale Consideration**) towards purchase of the Said Apartment including right of exclusive use of Nos. Reserved Covered/ Open Parking spaces and other charges including but not limited to preferential location charges, taxes, cesses, levies, deposits etc. which shall be in addition to the Sale Consideration, as detailed in **Schedule of Payments (Schedule - III)** as per the Payment Plan opted by the Allottee. Unit No _____, Tower no. _____ Super Area _____ sq. mtr. equivalent to _____ sq. ft.

Particular	@ Rate (in Rs.)	Amount (in Rs.)
A) Sale Price (inclusive of one Covered/ Open Car Parking Space)		
Vat Extra (as applicable)		
Service Tax Extra (As applicable)		
Sub Total A		
B) other charges		
(i) Club Membership		
(ii) Power Back-up facility -----KVA		
(iii)		
Service Tax Extra (As applicable)		
Sub Total B		
C) Complex Maintenance & Management (CMM)		
(i) 2 years Advance Maintenance Charges (AMC).		
(ii) EMCC (Electronic Meter Connection Charges) on Possession		
(iii) Optical Fiber Charges(Nano Network) as applicable		
(iv) Building Insurance		
Vat Extra (as applicable)		
Service Tax Extra (As applicable)		
(D) Security deposit		
(i) (IFMS) Interest Free Maintenance Security (Non refundable)		
(ii) 2 years Advance Sinking Fund (Non refundable)		
(iii) Optical Fiber (Nano Network) as applicable refundable by the service provider)		
(E) Metro cess as applicable		
(F) Any other Tax/Cess/duty/other charges as applicable		
Grand Total (in Figures)		
Grand Total (in words)		

TAXES

- 2.2 The Allottee agrees and understands that in addition to the Sale Consideration and various other charges detailed in Schedule of Payments (Schedule III) or elsewhere in this Agreement, the Allottee shall also be liable to pay the proportionate share of all taxes, charges, cesses, levies and the like as may be applicable on the said Apartment/ Project/ Complex including but not limited to Service Tax, VAT, Labour Cess and statutory charges/ demands like EDC, IDC, IAC etc. Further all such taxes charges, cesses, levies etc shall be payable by the Allottee even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said Apartment and such demands shall be treated as unpaid consideration of said Apartment and the Company shall have first charge/ lien on said Apartment for recovery of such demands from the Allottee.

STATUTORY CHARGES/DEMANDS

- 2.3 If at any time post the date of Allotment of the said Apartment, there is any increase in the Statutory Charges like EDC, IDC etc. by whatever name called or in whatever form, whether prospectively or retrospectively, the Allottee shall pay the same as and when demanded by the Company. While raising a demand on the Allottee for any such enhanced Statutory Charges, the Company shall provide details of the relevant notification/ order/ rule/ regulation with the demand letter. Similarly if at

Allottee(s)

Company / Developer

any time post the date of allotment of the said Apartment, there is any reduction in payment of said statutory charges, the same shall be reduced in the amount payable by the Allottee.

- 2.4 Any right of exclusive use of additional Reserved Car Parking Space(s), if allotted additionally to the Allottee as Independent Areas will be charged extra by the Company at the prevailing rate and will be offered subject to availability.
- 2.5 The Sale Consideration of the said Apartment also does not include charges for electricity and water connections which shall be payable extra by the Allottee as per demand made by the Company.
- 2.6 That in case the said Apartment is omitted due to any reasons whatsoever, the Company shall offer alternate unit if available in the same or any other project of the Company and in the event of non-availability of alternate unit, the Company shall be responsible to refund only the actual amount received from the Allottee till then with simple interest @ 12% p.a. and will not be liable to pay any other damages or compensation to the Allottee whatsoever.

EARNEST MONEY

- 2.7 The Allottee agrees and confirms that the Company has made the Allotment of the said Apartment on the condition that out of the amounts paid/ payable by the Allottee for the said Allotment, 10% of Sale Consideration (i.e. Basic Sale Price of said Apartment and Reserved Car Parking Charges for right of exclusive use of Reserved Car Parking Space(s)) amounting to Rs. _____/- (Rupees _____) ("Earnest Money") shall always be deemed and treated as earnest money paid / payable by the Allottee to ensure the fulfillment of the terms and conditions as contained in the Application and this Agreement by the Allottee.

3. PAYMENT

- 3.1 The Allottee has till date paid a sum of Rs. _____/- (Rupees _____ Only), being part payment towards the **Sale Consideration** of the Apartment, the receipt of which is hereby acknowledged by the Company as per the following details:

Cheque / Draft No.	Date	Drawn On	Amount (in Rs.)

- 3.2 The Allottee agrees to pay the balance amounts payable towards Sale Consideration of the said Apartment alongwith other charges, statutory charges, taxes, cesses, security deposits etc. as detailed in Schedule of Payments (Schedule - III) annexed herewith or otherwise based on the payment plan opted by the Allottee and any other payment as may be demanded by the Company in terms of this Agreement on or before due dates. That timely payment of each installment and other charges with respect to the Apartment is the essence of this Agreement. It shall be incumbent on the Allottee to comply with the terms of payment and/or other terms and conditions of this Agreement as stipulated herein.
- 3.3 The Allottee shall make all payments only through A/c Payee cheque/ demand draft in favour of "Landcraft Developers Private Limited" payable at New Delhi/Delhi/ Ghaziabad.
- 3.4 The Allottee shall be liable to make payment of balance installments/ amounts as specified in the Schedule of Payments upon receipt of the demand notice from the Company .A demand for payment shall be sufficiently made by dispatching the notice/ communication by courier/ speed post/Registered Post/ E-mail and shall be deemed to have been received on the expiry of three days after the posting of such letter. If the Allottee fails to pay any amount/ installments by the due date as per the demand notice sent to him, the Company may grant a grace period of 30 days from the due date ("Grace Period") to the Allottee to make the said payment. However the Allottee shall be liable to pay interest @ 18% p.a. on the unpaid amount for the delayed period computed from the commencement of the Grace Period till the date of actual payment.
- 3.5 In case the Allottee fails to make payments within 3 (three) months from the end of the Grace Period, the Company shall have the right to terminate this Agreement/Allotment and forfeit the Earnest Money and other non-refundable amounts/ charges and refund the remaining amount to the Allottee without interest within 120 days from the date of such termination. That upon termination the Allottee shall be left with no right or interest in the said Apartment and or against the Company except for refund of the remaining amount as aforesaid.
- 3.6 Without prejudice to the Company's rights to terminate/ cancel this Agreement as provided in Clause 3.5, the Company,

without being obliged to, at its sole discretion, may decide not to terminate this Agreement and condone the delay in payment of the due amount required to be made by the Allottee, subject to the condition that the Allottee shall pay enhanced interest @ 18 % per annum computed from the due date till the date of actual payment. This discretion for acceptance of the delayed payment with interest as aforesaid shall exclusively vest with the Company and all decisions by the Company in this regard shall be final and binding on the Allottee. It is clarified that exercise of such discretion by the Company in the case of any other allottee in the Project shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of the Allottee.

- 3.7 The Company shall adjust the moneys received from Allottee first towards the taxes, interest and other sums, if any, due from the Allottee and the balance, if any, towards the Sale Consideration and the Allottee undertakes not to object/ demand/ direct the Company to adjust his payments in any manner otherwise.
- 3.8 For all payments, the date of clearance of the cheque shall be taken as the date of payment. A cheque which is dishonored for any reason whatsoever will call for an administrative handling charge of Rs. 1,000/-.
- 3.9 It is hereby agreed by the Allottee that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottees in the said Complex, the same shall be the proportion which the super area of the Apartment bears to the total super area of all the apartments in the said Complex/Building/Project, as the context may require.

4 Compliance of laws relating to purchase of immovable property and remittances

- 4.1 The Allottee hereinafter agrees to comply with all legal requirements for purchase of immovable property wherever applicable and to sign all requisite application forms, affidavits, undertakings, any other papers / documents etc. in this regard. The Allottee also agrees to comply with requirements of the Income Tax Act, 1961, as applicable, if any and he alone shall be responsible for consequences due to his failure to comply with same.
- 4.2 The Allottee, having status of NRI, PIO, Foreign National or otherwise, if he is required under law shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made thereunder or any other statutory amendments/ modifications, made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property etc and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Agreement. The Allottee agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by RBI, the Allottee alone shall be liable for any action under FEMA. The Allottee shall keep the Company fully indemnified and harmless in this regard. The Company shall not be responsible towards any third party making payments, remittances on behalf of any Allottee and such third party shall not have any right in this Agreement, allotment of the said Apartment in any way and the Company shall issue the payment receipts in favour of the Allottee only.

5 PLANS AND SPECIFICATIONS

- 5.1 The Allottee has seen and understood the Project layout plans, building plans and apartment plans annexed herewith (Annexure II) showing the proposed apartments & buildings, common areas and facilities in the said Complex, and has identified the said Apartment applied for and allotted to him therein. The complete description of the said Apartment being subject matter of this Agreement has been provided in Schedule II and specifications whereof has been provided in Schedule IV hereto.
- 5.2 It is understood agreed and accepted by the Allottee that although the plans, designs, dimensions, and layouts of the said Apartment/ Buildings / Project as shown in the Schedule V of this Agreement are as per the plans sanctioned by concerned authorities, they are tentative and provisional and are subject to change, alterations and modifications during the course of construction and development by the Company or the Architect at their sole discretion till completion of construction. Such change/ variation shall be in accordance with any revised layout plans and building plans that may be approved by the concerned authorities at any time in future F.A. R. and it shall not be necessary on part of the Company to seek consent of the Allottee for said purpose. F.A.R
- 5.3 The Super Area and Built-up Area (covered area/ apartment area) of the said Apartment and Common Areas and Facilities have been defined in Annexure 1. It has been made clear by the Company and the Allottee has understood and agrees that the Sale Consideration of the Apartment, Statutory Charges and other charges are calculated on the basis of Super Area of the said Apartment which Super Area, at this stage, is tentative and is subject to variations till the Completion of Construction. The Company shall confirm the final Super Area of the said Apartment after Completion of Construction. If there are any changes in the Super Area, the Company shall recalculate the total amounts payable by the Allottee towards sale consideration and other charges for the said Apartment based on original. Sale consideration at which said Apartment was booked and the difference shall be payable or refundable without any interest. The final Super Area may vary maximum upto +3% of the area stated above. The certificate of Project Architect shall be final and binding on both the Parties. Presently tentative percentage of Apartment Area to Super Area of the said Apartment varies +-10% approx depending upon size of Apartment.
- 5.4 The Company may acquire land(s) adjoining to the Said Land/ Project and upon acquisition/ purchase such lands as and

when licensed and approved by the competent authority(ies), shall be made part of the Project and sanctions and statutory approvals shall be obtained for the revised layout and Building plans.

- 5.5 It is made clear by the Company to the Allottee that although the Project has presently been approved based on presently permissible /Dwelling Units but the Company shall be entitled to develop and construct the Project upto the maximum Permissible F.A.R. / Dwelling Units planned limits whenever the same is permitted by the concerned authorities and other competent authorities before grant of final Completion Certificate as required under law. It is further agreed by the Allottee that any fresh consent of the Allottee shall not be required for obtaining revision of layout and building plans from the competent authorities and construction of the Project upto the aforesaid limits.
- 5.6 Notwithstanding the fact that the proportionate undivided share of the Common Areas and Facilities has been included for the purposes of calculating the Super Area of the Apartment, it is specifically made clear to the Allottee that the area of the Apartment to be under his exclusive possession shall be the Built Up Area (Covered Area/ Apartment Area) of the Apartment. The reference and inclusion of the term 'Super Area' is only for the purposes of computation of the Sale Consideration, Statutory Charges and other Charges and does not give to the Allottee any exclusive right in the Common Areas and Facilities including the said Land or the Limited Common Areas and Facilities in the Project, except a right and interest to use the same along with other allottees as per the provisions of the Apartment Act. The Allottee agrees and confirms that the Common Areas and Facilities and Independent Areas and Facilities shall, for all intents and purposes, remain under the control of the Association of Apartment Owners for their operation and management.
- 5.7 The Allottee agrees and understands that the occupation, use and ownership of the Allottee in the said Apartment, including undivided proportionate right, share and interest in the Total Land, the Common Areas and Facilities and Independent Areas shall always be subject to Apartment Act and as specified by the Company in any Declaration (which may be filled by the Company in compliance of the Apartment Act) and Applicable Laws and the Allottee agrees and confirms to adhere and comply with the same at all times. The Allottee shall be required to join the Association and the Allottee to pay all fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Company/ Maintenance Agency for this purpose.
- 5.8 The Allottee agrees and understands that some portions of the Total Land are earmarked for the provision of construction of apartments for economically weaker sections (EWS) of the society, nursery schools, shops, commercial premises/buildings etc., as approved by the Governmental Authority. The Allottee agrees and confirms that the Allottee shall not have any right, title or interest in the land earmarked for EWS apartments, nursery schools, shops, commercial premises and/or the buildings constructed thereon and facilities provided therein. Further, the Allottee hereby agrees not to have any claim or right to any commercial premises/ buildings or interfere in the matter of booking, allotment and sale of apartments for EWS, nursery schools, shops, commercial premises/buildings, community centre or in the operation and management of shops, nursery schools, commercial premises/buildings etc which the Company alone shall be entitled to deal with, sell and dispose off as it deems best.

6 COMPANY'S OWNERSHIP OF THE APARTMENT TILL CONVEYANCE:

- 6.1 It is agreed and accepted by the Allottee that this Agreement is for the purpose of sale/ transfer of the said Apartment as a built-up unit together with proportionate undivided right and interest in the Common Areas and Facilities of the Project and until all sums payable by the Allottee in terms of this Agreement are paid by the Allottee and conveyance is done, the Company shall continue to be the owner of the said Apartment. It is clarified by the Company that, even though construction of the said Apartment is deemed to be Works Contract by the Government Authorities and the VAT which is charged on the same shall be payable by the Allottee, it is agreed and accepted by the Allottee that until all amounts payable in terms of this Agreement are paid by the Allottee to the Company and conveyance/ possession given to the Allottee, till then the ownership of said Apartment shall remain with the Company and all payments received against the said Apartment shall be treated as part payment/ advance payment towards Sale Consideration and other charges etc. payable by the Allottee for purchase of the said Apartment as a built-up immovable property. In the event of failure by the Allottee to pay on time such amounts as are due and demanded in terms of this Agreement, the Company is fully entitled to cancel this Agreement as provided in clause 3.5 above and re-allot the said Apartment to any other person and forfeit earnest money, taxes, overdue interest and other non refundable amounts from the Allottee.

7 RIGHT OF COMPANY TO RAISE FINANCE:

- 7.1 It is agreed and accepted by the Allottee that for timely and expeditious construction and development of the Project, the Company shall be entitled to raise finance/ obtain loans from any bank, institution or third party by way of mortgage/ charge/ securitization of receivables or in any other mode or manner against the said Apartment, the Project Land and the Project/ Complex subject to the condition that the Apartment shall be free from all encumbrances created by the Company before the execution of the sale/ conveyance deed. The Company hereby confirms that it will transfer the said Apartment to the Allottee and execute & register conveyance deed in respect thereof free from all such encumbrances.

8. AVAILING HOUSING FINANCE BY THE ALLOTTEE:

- 8.1 It will be open to the Allottee to avail housing loan/ finance for purchase of said Apartment from an approved bank/ housing finance institution. The Company may only facilitate him for obtaining the same from those HFI / banks with whom the Company has tied up/ made arrangements for said purpose. The responsibility of getting the loan sanctioned and disbursed as per Company's Schedule of Payments given in Schedule -III shall rest exclusively on the Allottee and the terms of the financing agency shall be binding and applicable exclusively upon the Allottee only. In the event of loan not being sanctioned or disbursement getting delayed, timely payment to the Company as per Schedule of Payments (Schedule – III) shall be responsibility of the Allottee.
- 8.2 Any agreement between such or any other banks/ HFI and the Allottee shall be entered into by the Allottee at its sole cost, expense, liability, terms and conditions, risk and consequences. It is however, agreed and accepted by the Allottee that the Company shall not be responsible in any manner whatsoever for the lien and encumbrance of the housing finance institution/ bank on said Apartment in respect to housing loan obtained by the Allottee for financing purchase of said Apartment and he alone shall be responsible for the same.
- 8.3 The Company may issue the written permission/ NOC as may be required by the Banks/ HFI, subject to that such loan shall be disbursed directly to the Company only by the Bank/ HFI and also subject to that the Company shall by no means assume any liability and or responsibility for any such loan which the Allottee may obtain. The Allottee shall, at the time of grant of permission/ NOC by the Company, furnish undertaking/ declaration to the Company to indemnify the Company for all costs, expenses, claims, damages etc. which the Company may suffer for any breach / default that may be committed by the Allottee to the Banks/ HFI/ Third Party.
- 8.4 However, in case of any special financing/ interest subvention schemes floated by the Company jointly with any HFI, if the Company is required by the HFI to join in execution of the loan agreement between the financing HFI/ Bank and the Allottee for grant of housing loan under such special financing schemes for purchase of said Apartment and if said loan agreement is terminated/ cancelled by the financing HFI/ bank and the Company is required to refund the outstanding dues of aforesaid housing loan to the HFI/ Bank, then in such an event i) this Apartment Buyer Agreement shall automatically stand cancelled and the Company shall be entitled to re-allot the said Apartment to any other buyer and, further ii) the Allottee shall be liable for all losses incurred by the Company in refund of aforesaid housing loan to the HFI/ Bank together with interest @ 18% p.a. thereon in addition to liquidated damages of forfeiture of earnest money, taxes, overdue interest and other non refundable charges. Further, in such a case, the Allottee shall keep the Company indemnified against all losses and damages charges, claims, interests, incurred by the Company due to said cancellation.
- 8.5 The Allottee hereby agrees and undertakes to furnish, sign and verify all papers and documents as and when required by the Company for assisting the Allottee in obtaining housing loans from banks or financial institutions. The Allottee further agrees that all such loans shall be disbursed directly to the Company only by the bank / financial institution and hereby irrevocably authorizes the Company to receive the same for and on behalf of the Allottee and to retain all such loan amounts as and when received towards existing and/or future installments and other charges payable by the Allottee as detailed and set out in Schedule of payments Schedule -III hereunder written.
- 8.6 The consent of the Company will be required in writing for creation of mortgage of the rights of the Allottee, derived from this Agreement.
- 8.7 The Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not he/she/it has been able to obtain financing for the purchase of the Apartment.

9. AGREEMENT SUBORDINATE TO MORTGAGE BY COMPANY

In case of the Allottee who have opted for long term payment plan arrangement with any financial institutions / banks the conveyance of the Apartment in favour of the Allottee, shall be executed only on the Company receiving No Objection Certificate from such financial institution / banks/non banking finance company (NBFC).

10 ASSIGNMENT OF THIS AGREEMENT

The Allottee agrees and confirms that he shall not be entitled to sell, transfer, assign or part with his rights and interests in the Said Apartment under this Agreement to any third party till the payment of 30% of the Sale Consideration and other due amounts. However, after the payment of 30% of Sale Consideration and other due amounts, the Company may, upon payment of charges as applicable from time to time and subject to applicable laws and notifications by any Government Authority/ its agency/ body or any directions as may be in force, and upon receiving a written request from the Allottee, permit the Allottee to get the name of his/ her nominee substituted, added, deleted in his/ her place subject to such terms, conditions as the Company may impose and charges at the rate of Rs. 100/- per sq. ft of the Super Area of the Apartment. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/ transfer/ assignment and the Company shall always be kept indemnified by the allottee against all consequences arising out of such assignment. Any change in the name of the registered allottee with the Company shall be

deemed as transfer or assignment for this purpose. Any purported assignment by the allottee in violation of terms of this Agreement shall be a default of the part of the allottee entitling the Company to cancel this Agreement and to avail of remedies as set forth in Clause 3.5 of this Agreement.

In case of transfer or assignment to relatives of the Allottee, one transfer shall be free of any transfer fee but any subsequent transfer shall be charged at the aforesaid rates. For the purpose of this clause, the term relatives shall be construed as per the provision of Companies Act. The aforesaid transfer fee of Rs. 100/- per Sq. Ft. can be revised by the Developer from time to time at its sole discretion.

11 COMPLETION OF CONSTRUCTION/PROJECT & POSSESSION OF APARTMENT

- 11.1 The Company agrees to observe, perform and comply with the terms, conditions and stipulations, which may have been imposed by GDA or any other Competent Authority at the time of grant of approvals for the Project and sanction of the building plans and sanction of any revisions thereof at any time in future before grant of Occupation Certificate.
- The Company shall make every effort to minimize the inconvenience, hardship, disturbance or nuisance caused to the Allottee due to such construction.
- 11.2 The Company, based on its present plans and estimates and subject to Force Majeure, and all just exceptions and conditions beyond control of the Company and all the allottees in the Project making timely payments, shall endeavor to complete the construction work of the said Apartment/ Building thereof on or before _____ with a grace period of 6 months thereafter will offer the possession of the Apartment to the Allottee. In case there are any delays due to Force Majeure conditions (defined hereinafter) or circumstances beyond the control of the Company, the Company shall keep the Allottee fully informed and communicate new estimated date of possession.
- 11.3 If the completion of the construction of the said Complex is delayed due to Force Majeure or circumstances beyond the control of the Company in such events the Company shall be entitled to a reasonable extension of time for completion of construction of said Apartment and the Allottee agrees that Completion Date for the said Apartment shall automatically be deemed to be extended accordingly and the Company shall not be held responsible or liable for being unable to perform any of its obligations or undertakings provided for in this Agreement due to aforesaid conditions and shall not be liable to pay any compensation or damages to the Allottee.
- 11.4 Subject to the provisions of Paragraph 11.1 & 11.2 herein above, and subject to timely payments by the Allottee as per Schedule of Payments (Schedule III) if the Company fails to complete the construction on or before the Completion Date or Extended Completion Date as aforesaid 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 Allottee a compensation for the period of delay beyond the final extended Completion Date computed at the rate of Rs. 5/- (Rupees Five only) per month per square feet of the Super Built Up Area of the Apartment.
- 11.5 The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project/Building due to Force Majeure conditions, then this allotment shall stand terminated as if it has been terminated with mutual consent. In such an event of termination, the Developer shall refund to the Allottee the entire amount received by the Developer for the Apartment along with simple interest @ 12 % per annum.
- 11.6 It is hereby agreed that if the Developer is unable to construct/ continue or complete the construction of the said Building due to any governmental/ regulatory authority's action provided the same is not due to the fault of the Developer, then the Developer may challenge the same by moving the appropriate courts, tribunal(s) and / or relevant authority. In such a situation, the amounts paid by the Allottee shall continue to remain with the Developer, however, the Allottee may choose to terminate the Agreement.
- 11.6 In case at the time of grant of part/ full Completion / Occupancy Certificate, if GDA require any alteration or correction, the same shall be carried out by the Company and shall not be objected to by the Allottee. Any temporary, part or full Occupancy Certificate issued by GDA shall also be included within the term 'Completion Certificate'.
- 11.7 The Company, upon completion of construction of apartment, whether in whole or in part, shall offer in writing possession of the Said Apartment (" Offer of Possession") to the Allottee in terms of this Agreement to be taken within 30 days from the date of issue of such notice. Upon receipt of intimation as aforesaid, the Allottee shall, within the time stipulated by the Company in the notice (Date for Possession), take possession of said Apartment from the Company by settling the account and making payment of all balance dues under this Agreement including Advance Maintenance Charges, Interest Free Maintenance Security, charges for Electric Meter Connection, Water Connection, Sewage Connection etc., Stamp Duty and registration charges and documentation and legal expenses for registration of Sale/ Conveyance Deed and executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as the Company may prescribe. The physical possession of the said Apartment shall be given to the Allottee only after payment of all dues, settlement of account and completion of legal formalities as aforesaid.

- 11.8 The Allottee shall be liable to pay the Maintenance Charges from the Date for Possession irrespective of the date on which the Allottee takes possession of the Said Apartment.
- 11.9 If the Allottee fails, refuses and/or neglects to take possession of the Apartment from the Company in the manner detailed in Clause 11.7 above for any reasons whatsoever, by the prescribed Date for Possession the Apartment shall be held at the risk and cost of the Allottee and the Allottee shall be liable to pay holding charges on super area basis @ Rs 0.46 per sq. mtr equivalent to Rs.5/- per square ft. per month on the Super Area of the Apartment, for the period the Allottee does not take actual physical delivery of the Apartment, together with overdue interest @ 18% p.a. on total balance amount due and payable under this Agreement alongwith monthly maintenance charges calculated from the Date for Possession. These Holding Charges shall be a distinct charge and shall be in addition to the maintenance and other charges, i.e., not related to any other charges as provided in this Agreement, which shall also run side by side.
- 11.10 It is further agreed and accepted by the Allottee that if the Allottee fails to take possession of the Apartment even after expiry of 90 days from the Date for Possession, then the Company, in its sole discretion, may exercise the option to cancel the Agreement. If the Company elects to cancel this Agreement, the Company shall have the right to sell/dispose the said Apartment at the entire risk and cost of the Allottee to any other person on terms and conditions as the Company may in its sole discretion deem fit and after deduction of earnest money, overdue interest, holding charges, monthly maintenance charges and any other charges of non refundable nature and costs & expenses incurred by the Company in the said transaction, refund to the Allottee the balance remaining out of the sum paid by him from the sale proceeds thereof without interest and the Allottee shall have no right, interest over the said Apartment or against the Company.
- 11.11 It is expressly agreed between the Parties that before taking possession, the Allottee shall fully satisfy himself with regard to completion of Apartment as per the description and specifications stated in Schedule II and Schedule IV respectively hereto and after doing so shall acknowledge the same in writing to the Company. It is agreed that after delivery of possession of said Apartment, the Allottee shall have no claim against the Company in respect of any item of work which may be said not to have been carried out or completed or for non compliance of any designs, specifications, building materials or for any reason whatsoever. The construction of the said Project shall be supervised by a team of qualified and experienced engineers and reputed professional architects, structural and other consultants appointed/ engaged by the Company. However, in case of any defect, observed in the said Apartment within a period not exceeding one year from Date for Possession (Defect Liability Period), the Company shall endeavor to rectify and repair the same to the extent as may be practically and technically feasible in the existing situation. However, the Company shall not be responsible for any defect or damage caused by any act of providence, insurrection, civil riot, third party, delay in taking possession or by occupants of the said Apartment or occupants of other apartments/ areas in the said Building / Project.

12 CONVEYANCE

- 12.1 After completion of the tower/ Building in which the said Apartment is situated, and upon all payments as envisaged hereunder or demanded by the Company in terms of this Agreement having been duly made, the Parties shall execute a sale/ Conveyance deed for the Apartment in the format prepared by the Company in accordance with law and cause it to be registered in favour of the Allottee. The Allottee shall not delay execution of the same in any manner. Possession of the said Apartment will be given to the Allottee only upon execution and registration of Sale Deed. The Allottee shall also be liable to pay Holding Charges including Maintenance Charges for such delayed period till registration of Sale Deed.
- 12.2 All costs, charges and expenses towards execution of the sale/ conveyance deed including but not limited to stamp duty, registration fees & expenses, legal fees, any statutory charges/ demands, documentation expenses and other related miscellaneous expenses will be borne and paid by the Allottee. Any other charges, if any, payable under law or demanded by any concerned authority shall be paid and borne by the Allottee only.
- 12.3 The Allottee shall from time to time sign all applications, papers, documents, Maintenance Agreement and all other relevant papers, as required in pursuance to this transaction and do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other apartment owners in the said Complex.
- 12.4 The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Indian Registration Act, 1908 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

13 TRANSFER AFTER CONVEYANCE:

- 13.1 After execution of the sale/conveyance deed of the said Apartment, any further transfer shall be permissible only in accordance with requirements of law and rules and regulations of various authorities/ bodies.
- 13.2 In case of such further transfer of the said Apartment by the Allottee, he shall be bound and obliged to clear and make payment of all Maintenance charges and other bills which are outstanding and due and to obtain No Dues Certificate from the Maintenance Agency/ Association. The Allottee shall inform to the Maintenance Agency/ Association the names, address and other particulars of the new purchaser/ assignee of the said Apartment.
- 13.3 Any dispute between transferor and transferee with regards to the said Apartment or for any other reason will be settled between themselves, i.e., transferor and transferee only. The Company shall not be a party to it and neither shall be liable in

any manner.

- 13.4 The Allottee/ occupants of the Apartment/ subsequent transferee undertakes to abide by the statutory approvals, all the laws, rules and regulations and the terms and conditions of the License granted by GDA, Government Orders, Apartment Act, including all Acts, other laws applicable earlier or made applicable hereafter to the said Apartment/Complex and as amended from time to time
- 13.5 All the provisions contained herein and the obligations arising hereunder in respect of the Apartment/ Building/ Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the said Apartment, as the said obligations go along with the said Apartment for all intents and purposes. The mere acquisition or rental of any of the Apartment of the Project or the mere act of occupancy of any of the Apartment shall signify that the provisions of this Agreement are accepted and ratified.

14 FORMATION OF ASSOCIATION

- 14.1 As per the provisions of the Apartment Act, the Company will form an Association of Apartment Owners ("Association") in the Project for the purposes of maintenance, repair, management and administration of the Project and handover the maintenance of the Project to the said Association under the Applicable Laws. The Allottee, along with other apartment owners in the Project, shall join in forming the Association and registering the same with the Competent Authority, as may be required. The Allottee 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. On the formation of Association, rights of the Allottee to the Common Areas and Facilities in the Project shall be regulated by the bye laws of the Association and other rules and regulations.

15. MAINTENANCE OF SAID COMPLEX

- 15.1 After completion of the construction of the Project, the Maintenance of the Common Areas and Facilities and amenities shall be carried out by the Company or the Maintenance Agency nominated by it. Prior to taking possession the Allottee agrees to and shall execute a **Maintenance Agreement** with the Company and/or 'Maintenance Agency' nominated by the Company for the Maintenance of the Common Areas of the said Complex not exceeding for 2 years from Date of offer for Possession stated above or such other date as may be fixed by the Company (unless terminated earlier by the Company or Maintenance Agency) till the time allottees/ occupiers of the said Complex form the Association in accordance with applicable laws and bye-laws in respect thereto and Maintenance of the Complex is handed over to the Association.
- 15.2 Registration of Sale Deed/ Possession of the Apartment shall not be given to the Allottee till the said Maintenance Agreement is executed by the Allottee. The Allottee further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges incurred for Maintenance of the Common Areas and Facilities within the said Complex ("Maintenance Charges") to the Company or the Maintenance Agency. The Company reserves the right to change, modify, amend, impose additional conditions in the draft Maintenance Agreement at the time of its final execution. It is further specifically clarified that the draft Maintenance Agreement, set out in Annexure 4 to this Agreement is merely an indicative Maintenance Agreement that is proposed to be entered into between the Company and/or Maintenance Agency with the Allottee for maintenance and upkeep of the Complex.
- 15.3 Upon formation of the Association and after handing over of Maintenance to the Association, all responsibilities of the Maintenance Agency shall be taken over by the Association and the Association may decide to modify, alter, add, delete any one or more of the terms and conditions of the Maintenance Agreement or cancel the agreement in to and the Allottee shall not have any objection to the same and shall execute the new Maintenance Agreement as may be required by the Association of Apartment Owners.
- 15.4 That the scope of maintenance of Common Areas and Facilities within the said Complex shall broadly comprise of operation and maintenance of lifts, generators, fire-fighting system, garbage disposal and upkeep of common areas, water supply, sewerage system, street lighting, maintenance and upkeep of internal roads, pathways, boundary walls/ fencing, horticulture, drainage system, general watch and ward within the said Complex, insurance of the building(s) and common installations/ equipments/ machines in the said Complex, statutory fees/ charges, salary and benefits to the staff/ employees of the Maintenance Agency, expenses incurred on consumption of energy for common areas, power back-up, water, etc.
- 15.5 Fixation of total Maintenance Charges
The total Maintenance Charges shall be as more elaborately described in the Maintenance Agreement. The Maintenance Charges shall be levied from the Date offer for Possession. It is agreed by the Allottee that the payment of Maintenance Charges will be applicable whether or not the possession of Said Apartment is taken by the Allottee.
- 15.6 The Allottee agrees to pay to the Maintenance Agency Maintenance Charges in advance for a period not exceeding two years as fixed by the Company (hereinafter referred to as Advance Maintenance Charges/AMC) at the time of Possession together with Service Tax and / or any other taxes as applicable at that time, based on per Sq. ft. of Super Area of said Apartment. The date of commencement of Maintenance of Common Area and Facilities shall be intimated by the Company

to the Allottee and the Maintenance Charges will be reckoned as due and payable from that date. The Company reserves the right to enhance the Maintenance Charges payable by way of further one time, annual or monthly charge, should the maintenance charges fall insufficient for the proper maintenance of the Project / Complex.

- 15.7 The said Advance Maintenance Charges (AMC) collected by the Maintenance Agency shall be based on estimates of expenses and shall be adjusted against the actual audited expenses as determined at end of every financial year and the balance thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The estimates of the Maintenance Agency shall be final and binding on the Allottee.
- 15.8 a) The Maintenance Charges, as estimated shall include costs and expenses of following services within the said Project / Complex:
- i) Housekeeping of Common Areas.
 - ii) Watch & Ward Security of the Complex.
 - iii) Operation of common facilities and equipment excluding club house and swimming pool.
 - iv) Horticulture.
 - v) Annual Maintenance Contracts (non-comprehensive) for lifts, generators, fire fighting equipments, Security Systems installed in the Complex.
 - vi) Administrative expenses including salaries of maintenance and other staff.
 - vii) Supervision and Management costs and expenses of the Maintenance Agency which shall be 20% of the total of (i) to (vi) above

The above costs shall be divided over total super area of the Project and shall be the estimated Maintenance Charges payable by Allottee as part of Advance Maintenance Charges

- (b) It is further agreed and confirmed by the parties that the services mentioned below are not included in the Scope of Common Area / Maintenance Services;
- i. Seepage defects inside the units either due to faults in the affected unit or in the other units;
 - ii. Painting of the insides of units;
 - iii. Insurance of contents within the units;
 - iv. Run errand for payment of utility (telephone, electricity, gas etc) bills of Allottee;
 - v. Portorage;
 - vi. Painting/ Polishing of main entrance door of Allottee unit;
 - vii. Replacement of broken windowpanes;
 - viii. Cleaning of chocked drain inside the unit;
 - ix. Electricity, Plumbing or other mechanical faults inside the units;
 - x. Repair / installation of Allottee owned electrical and plumbing equipments.
- 15.9 The Developer shall apply and obtain the bulk supply of electricity from the commission/ regulatory/ licensing authority constituted by the Government of Uttar Pradesh for distribution of the same to all the apartments, Common Areas and the Independent Areas. The Developer will deposit the required security with the said authority and will take the reimbursement from the Allottee on proportionate basis.
- 15.10 The Allottee agrees to abide by all the conditions of sanction of bulk supply of electricity and undertakes to pay on demand to the Company proportionate share as determined by Company of all deposits and charges paid/ payable by the Company or the Maintenance Agency to the concerned authorities and line connection charges and other costs and expenses for sanction, provision and installation of the said electric connection, failing which the same shall be treated as unpaid sale price of the Apartment payable by the Allottee and possession and conveyance of the Apartment shall be withheld by Company till full payment thereof is received from the Allottee. Further the Allottee agrees that the Company shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the Apartment till full payment of such deposits, costs and charges is received by the Company or the Maintenance Agency.
- 15.11 The Developer will install prepaid dual metering system for the entire Project and one dual meter will be provided for each apartment which will measure the electricity supplied by the authorities and electricity consumed generated by the generator separately. The Allottee will pay in advance for the electricity supplied by the authorities as per the rules formulated by the Maintenance Agency/ Association and will pay for the electricity consumed and generated by the generators at the rates fixed by the Maintenance Agency/ Association through the monthly maintenance bills.
- 15.12 The monthly or periodic recurring cost/ bills of electricity, water, generator power back up for common areas and services, monthly charges payable to local bodies towards sewage, drainage and water connections are not included in the Advance Maintenance Charges (AMC) and shall be borne and paid by the Allottee to the Maintenance Agency/ Company separately and additionally as billed/ based on total actual expenses on pro rata basis of super area of his Apartment with effect from the date of offer for Possession notified to the Allottee.

- 15.13 Any property tax or municipal tax in respect of the said Apartment or the Complex to be paid to the municipal authorities or any other authority is not included in the Advance maintenance Charges (AMC). As long as the said Apartment is not separately / individually assessed for purposes of Municipal Taxes etc. by Municipal Corporation/local body, the municipal taxes as assessed, for the entire Complex, shall be paid proportionately by the Allottee separately in proportion to the super area of the said Apartment as and when demanded by Company / Maintenance Agency
- 15.14 The Allottee also agrees to pay in advance for a contribution towards a Sinking Fund/ Capital Equipment Replacement and Repairs Fund as shall be fixed by the Company which shall be calculated based on per Sq. ft. of Super Area of his Apartment per month. The Allottee shall contribute such sinking fund for 2 years in advance. As and when any capital equipment within the buildings or the Complex including but not limited to generating sets, lifts, fire fighting arrangements, electric sub-station, VCB's, transformers, electric panels, electric cables, pumps, filtration plant, Sewage treatment plant, security & surveillance systems, pre-paid electricity system (if installed), sewage, drainage and water supply pipe lines, club house equipments or any other plant / equipment of capital nature etc. requires servicing, repairs, replacement or up gradation, or any fresh purchase of new assets for the Complex, the cost thereof shall be met out of the Sinking Fund / Capital Equipment Replacement and Repairs Fund. The work of repairing, re-plastering, painting of exteriors of the buildings, boundary walls and all common areas comprised within the building and outside the building in the Complex and all repairs/ replacements in the nature of civil construction and cost thereof are not included in the advance Maintenance Charges paid by the Allottee to the Maintenance Agency and the cost thereof shall be met out of the Sinking Fund/ Capital Equipment Replacement and Repairs Fund. In case the funds available in the said Sinking Fund / Capital Equipment Replacement and Repairs Fund are not sufficient to meet the requirement of the occasion for any such repairs, replacement, up gradation, the short fall shall be met by contributions from the Allottee and all other allottees on pro-rata basis.
- 15.15 In order to secure due performance by the Allottee in paying promptly the Maintenance Charges and other charges as billed by the Maintenance Agency every month, the Allottee agrees to deposit before possession of the said Apartment and to always keep deposited with the Company an Interest Free Maintenance Security (IFMS) as applicable at the time of possession for the said Apartment. In case of failure of the Allottee to pay any Maintenance Charges and other charges on or before the due date, the Allottee in addition to permitting the Company/ Maintenance Agency to deny him/ her right to avail the maintenance services and use of other common facilities also authorizes the Company to adjust IFMS against such defaults. Due to such adjustment, the IFMS Deposit shall fall short of the agreed sum and the Allottee hereby undertakes to make good the resultant shortfall within fifteen days of demand by the Maintenance Agency/ Company. The Maintenance Agency/ Company reserves the right to increase the IFMS Deposit from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within fifteen (15) days of demand by the Maintenance Agency/ Company. If the Allottee fails to pay such increase in the IFMS Deposit or to make good the shortfall as aforesaid on or before its due date, then the Company/ Maintenance Agency shall be entitled to charge interest @ 18% for the period of such delay and to stop/disconnect all maintenance services to the said Apartment till such sums due alongwith interest as stipulated hereinabove are paid by the Allottee. It is made specifically clear and it is so agreed by and between the parties hereto that this part of the Apartment Buyer Agreement relating to IFMS Deposit as stipulated in this clause shall survive the conveyance of title in favor of the Allottee and the Maintenance Agency/ Company shall always have first charge/lien on the said Apartment in respect of any such non-payment of shortfall/increases as the case may be.
- 15.16 The structures of the Buildings and Common Areas and Facilities in the Project may be got insured against fire, earthquake, riots and civil commotion, etc. by the Maintenance Agency/ Company under Fire & Special Perils Policy on behalf of all the allottees and the cost thereof shall be payable proportionately by the Allottee in addition to the Maintenance Charges described above but it shall not include contents inside the said Apartment which shall be the responsibility of the Allottee and if he so desires he shall get the contents inside his Apartment insured by him at his own cost.
- 15.17 In the event of accrual of any claim as a result of fire or any other extraneous perils as aforesaid for which insurance has been taken by the Company/ Maintenance Agency, the Allottee hereby authorizes the Company/ Maintenance Agency to lodge claim/s under the insurance policy and collect proceeds there under on behalf of the Allottee and Company/ Maintenance Agency for the respective rights and interests and further agrees that any discharges given by the Company/ Maintenance Agency to the Insurance Company, its agents and/or its representatives will be binding on the Allottee.
- 15.18 The Allottee hereby agrees that his right to use of Common Areas and Facilities in the Complex shall be subject to timely payment of Maintenance Charges, contribution to Sinking Fund/ Capital Equipment Replacement and Repairs Fund and other charges as billed by the Maintenance Agency and performance by the Allottee of all his obligations under the Maintenance Agreement. So long as maintenance and other related charges/ contributions are paid regularly, as provided in these presents, the Allottee or anyone else lawfully claiming under him, shall be entitled to usage of Common Area and Facilities. In default of such payments, irrespective of the fact that the Allottee has deposited IFMS, it shall not be open to the Allottee to claim any rights of usage of any Common Areas and Facilities and that the Company/ Maintenance Agency/ Association, in its sole discretion, shall be entitled to effect disconnection of services to defaulting Allottee, which may include disconnection of water, sewer, power backup connections and deny usage of any or all-common facilities within the Building/ Complex. The usage of such common facilities shall be restored as soon as the breach is rectified by the Allottee.

- 15.19 The Allottee further covenants and agrees to permit the authorised staff and workmen of the Company/ Maintenance Agency to enter into and upon said Apartment or any part thereof at all reasonable hours to set right any defect in said Apartment or the defects in apartments above or below or adjoining said Apartment and for repairing, maintaining, cleaning, lighting and keeping in order and good condition service drains, pipes, cables etc common to the apartments in the building. Any refusal by the Allottee to allow such entry into or upon his Apartment or any part thereof will be deemed to be a violation of this Apartment Buyer Agreement and violation of right of easement and right of usage of common services and facilities of other Apartment owners and the Allottee shall make himself liable for legal actions for said violation including disconnection of water, sewer, power back-up connections and denial of use of any or all common facilities within the Building/ Complex.
- 15.20 It is made clear that Maintenance of Common Area & Facilities of said Complex shall be organized by Maintenance Agency through various outside/ outsourced specialist agencies for different services under separate agreements/ arrangements to be entered into with them. The responsibility of the Company and/ or Maintenance Agency will be limited only to the extent of organizing these agencies and coordinating with them to the best of its ability as reasonably and practically possible and to monitor, subject to human failures, limitations and short comings, that the operation and functioning of these agencies is in conformity with the agreements/ arrangements entered into with them and to change any agency if its performance is found to be unsatisfactory.
- 15.21 The Watch & Ward Security of the Complex shall comprise of general security of the Complex through deployment of security guards, more particularly, regulation of entry and exit of people and vehicles in the Complex to the extent practically possible and feasible. The responsibility of providing Watch & Ward Security services to said Complex shall be entrusted to a outsourced Security Agency appointed for the said purpose. It is hereby agreed, understood and accepted by the Allottee that the security agencies available in the market, including highly reputed ones, do not guarantee full proof safety and security of the Complex or allottees residing in the Complex or their belongings and properties and do not accept any financial / criminal / civil liability whatsoever for any mishap in any Apartment or building or the Complex. It is further made clear and agreed and accepted by the Allottee herein that neither the Company nor the Maintenance Agency shall have any financial / criminal / civil liability for any loss to life and property by reason of any theft, burglary, fire or any other incident of crime/ mishap/ accident occurring in the said Apartment/ Building/ Complex or any part thereof due to any lapse / failure / shortcoming on part of the staff of the security agency and / or Company/ Maintenance Agency.
- 15.22 The Maintenance Agency and Company shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Apartment of the said Allottee or other apartments or Common Areas and facilities in the said Complex. The Allottee agrees to keep Maintenance Agency and Company indemnified and harmless against any criminal / civil liability or any loss or damage that may be caused to Maintenance Agency, Company, the Allottee and his family members and other allottees or their family members or any other persons or their properties in this regard.
- 15.23 It is agreed and accepted by the Allottee that the Company/ Maintenance Agency shall have no legal liabilities whatsoever arising from acts of omission, commission, negligence, and defaults of the aforesaid agencies in providing the stipulated/ expected services. The Company and Maintenance Agency shall not be liable for any default/ deficiency in maintenance of Common Area and Facilities by reason of any force majeure circumstances, human failures and shortcomings or any other circumstances beyond their control. They shall also not be liable for any loss, damage or physical injury which may be caused to the Allottee or his family members, domestic staff, guests or any other persons / visitors on account of any human failure error or fault on the part of the employees of Maintenance Agency or Company or employees of the any of the outsourced agencies providing services to the said Complex or by reason of any circumstances beyond their control. The Allottee agrees to keep the Company, Maintenance Agency and/or their employees indemnified against any criminal / civil action or liabilities arising out of above.

16 USE OF APARTMENT AND COMMON AREAS AND FACILITIES

- 16.1 The Allottee is aware that merely purchasing the Apartment is not enough and that the upkeep of the Apartment; the common areas; the security and order, within the said Complex; and the conduct of the residents/ occupiers enable full utility of the Apartment. To be able to do so, it requires extensive restrictions on the user of the Apartment, common areas to which the Allottee in his own interest agrees to.
- 16.2 The Allottee shall use the Common Areas and Facilities within the said Complex harmoniously along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.
- 16.3 The use of the Apartment is residential and the Allottee shall use the same as a single family residential apartment, and shall not use it for any commercial, industrial, illegal or immoral purpose or in a manner so as to cause nuisance, annoyance or risk to owners/ occupiers of other apartments in the said Building/ Complex. Even if professionals such as lawyers, doctors, chartered accountants, chartered engineers, architects, teachers, artists, consultants, etc. assuming residence may be permitted under law to carry on their professional activity in their residences, it will be permitted only subject to the condition that although an occasional visitor will not be prohibited, anything more than that will be barred so as to maintain the necessary security, serenity and ambience in the said Complex. In case their professional activity causes nuisance or

disturbance and is objected to by other apartments, then such professional activity will not be permitted and the decision of the Maintenance Agency / Association shall be final in this regard.

- 16.4 The Allottee shall at his own cost keep the said Apartment in good and tenable condition, and repair and maintain the same properly. That the Allottee shall carry out all internal repairs of said Apartment at his own cost and maintain said Apartment, its periphery walls and partition walls, floors, roof, sewers, drains, pipes and appurtenances thereto in the same good tenable repair, state, order and conditions in which delivered to him and in particular, to protect other parts of the building and to prevent any seepage, leakage, flooding or damage to any other part of the building.
- 16.5 The Allottee further covenants to observe all rules and regulations of the statutory authorities, municipal corporation/local body, and keep the Developer and owners/occupiers of other apartments in the said Building / Complex indemnified, secured and harmless against all costs, consequences and damages arising out of any breach, defaults or non-compliance of the same by the Allottee.
- 16.6 The Allottee shall neither himself do, nor permit or suffer anything to be done which damages in any manner any part of the Building, staircases, lifts, shafts and common passages, adjacent units, compound or anything connected with or pertaining to the Building which would expose the Building to any kind of risk or loss, whether physical legal or otherwise be unbecoming of a high-class housing complex.
- 16.7 The terms and conditions of the License issued by the GDA and other statutory approvals shall be binding on the Allottee and all other transferees(s) etc. Nothing contained in this Agreement will enable the Allottee to do or cause to be done anything which is not permitted by the aforesaid License and the conveyance deed. The restrictions placed herein shall operate in addition to those imposed by the competent authority of Central / State Government. There shall be no condonation of the breach of these terms, not even against imposition of penalty.
- 16.8 In case any penalty or fine is imposed by the competent authority Central/ State Government for violation of any law by the Allottee, the same shall be paid by the Allottee. The Allottee shall also keep the Company, the Maintenance Agency and the Association fully harmless and indemnified from any claim/ penalty of the authorities levied on account of violation of any statutory approvals or any related law by him.
- 16.9 The Allottee shall not demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Apartment or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural support. Further, no damage to the Building would be caused in any manner and all consideration of safety, fire fighting systems will have to be observed/ maintained.
- 16.10 The Allottee undertakes that he shall not sub-divide the Apartment in any manner. It is and will remain a single family Apartment. While the Allottee shall be free to decide on the interiors, he shall not change the colour and facade of outer walls of the Apartment.
- 16.11 That the Allottee shall have no right to change the colour scheme or paint of the outer walls or the exterior side of the doors and windows etc. The exterior of the Apartment will be maintained exactly as laid down by the Association/Maintenance Agency, but for the interior, there will be reasonable discretion with the Allottee.
- 16.12 Every Allottee must perform promptly all maintenance and repair work within the Apartment which, if omitted, would affect the said Building/ Complex and apartments belonging to other allottees, he being expressly responsible for the damages and liabilities that his failure to carry out such maintenance and repair works promptly may endanger building/s and other occupants. The Allottee shall promptly report to the Association and the maintenance agency any defect or need for repairs, the responsibility for which is that of the Association/Maintenance Agency.
- 16.13 The Allottee or occupant or any of his agents, servants, employees, licensees, or visitors shall not do any act or store/ stock/ bring into/ keep in the said Apartment any goods/ material/ fluid/ chemical/ substance of explosive/ hazardous/ combustible/ flammable nature, which may cause risk by fire, or which, on account of their nature or weight, may cause damage to or endanger the structure or safety of the Building or neighboring apartments, and/ or the assets of the other occupants or the equipments in the said Complex, and/or expose others to risk.
- 16.14 Nothing shall be done, or permitted to be done, or any article/ substance kept in any apartment or in any common areas, which will increase the rate of insurance on any apartment or common area, or which may render void or void able insurance of any apartment or the common areas of the said Complex or the common installations/ equipments/ machines in the said Complex, or which would be in violation of any law. The Allottee shall be solely responsible and liable for such losses.
- 16.15 That the Allottee shall not cause obstruction or hindrance of any nature in to the staircases/ driveways and any other common passages and areas within the said Building/ Complex and services and facilities therein in any manner whatsoever nor shall do anything which may hinder/obstruct proper and uninterrupted use of such Common Areas/Facilities by allottees of other apartments.
- 16.16 The Allottee is in the full knowledge of all laws, rules, regulations, notifications applicable in general and this Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she/it has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any development authority/ municipal authority/ Government or any other competent authority in respect of the Apartment/ Building at his/ her own cost and keep the Company indemnified, secured and harmless against all costs,

consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

- 16.17 The Allottee shall at no time demand partition of his interest in the Total Land, the said Building and the said Apartment or any part thereof, it being hereby agreed and accepted by the Allottee that his interest in the Total Land, the said building and the said Apartment is impartible.

17 USE OF COMMON AREAS & FACILITIES

- 17.1 It is hereby agreed by the Allottee that there shall be several restrictions on the use of Common Areas & Facilities as defined under this Agreement, some of which are placed by these presents and others may be placed by the Association/ Maintenance Agency by a resolution passed by the majority to that effect.
- 17.2 The use of common areas will be in a reasonable and practical manner. No encroaching upon or enclosing of it shall be permitted.
- 17.3 The Allottee shall have no right to build upon, encroach or obstruct the common areas/ utilities/ facilities/ services/ communication areas of the said Complex or cause hindrance in their use and enjoyment. The Allottee shall also not plant or maintain any matter or thing upon, over or under such areas. Nor shall any allottee place trash, garbage, excess materials of any kind on or about the common areas, nor work upon any materials on, over or above the common areas. There shall be no structural alteration, construction, or removal of any building, fence, or other structure in any common area.
- 17.4 The Allottee shall not store, stack or dump any articles or goods, or permit the same to be stored or dumped in the common areas, passages, staircases, compound, or in any part of the said Building other than the inside of the Apartment hereby agreed to be sold to him. The corridors / passages in the towers will not be blocked and even the dead end streets will not be encroached upon in any way.
- 17.5 There will be restrictions on the use of lawns/ parks/ green areas as the Company/ Association/ Maintenance Agency may impose. That the lawns, parks and other common areas in the Complex are strictly neither permitted nor shall be used for organizing personal functions such as marriages, birthday parties etc. The space provided in the Complex Club for organizing meetings and small routine family functions (excluding large functions like marriages), may be used by the Allottee for organizing such functions as may be permitted on payment of such charges as may be fixed by Maintenance Agency/ Company/ Association from time to time.
- 17.6 On the drive ways/ roads inside the said Complex, there shall be no parking of vehicles except at designated places. The car parking space whether covered or uncovered would be used exclusively for parking of light motorised vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals, etc. Pet dogs and cats shall not be permitted in the common areas except when they are on a leash and accompanied by a responsible person while cattle or other animals shall not be permitted at all anywhere in the said Complex. The Maintenance Agency/ Association has the powers to make further rules in this regard for the common benefit of the residents/occupants of the said Complex.
- 17.7 That the Allottee shall not make any pollution (including noise, air or water) by use of loudspeaker or otherwise and / or throw away or accumulate rubbish, dust, rag, garbage or refuse, anywhere save and except at areas / places specifically earmarked for the purpose in the said Complex.
- 17.8 Since the Apartment hereby agreed to be sold is part of Group Housing Project, the Allottee understands, agrees and accepts that there will be stringent rules, regulations, restrictions and measures to ensure security and safety. The entry into the said Complex as also in each tower shall carry several restrictions with a view to provide safety and security. The visitors may have to be screened and entry to any undesirable person may be prohibited and other records maintained. The final decision in this regard will be of the Maintenance Agency/ Association. The allottees will submit to and cooperate with all such requirements so as to maintain a level of safety and security for the residents.
- 17.9 The Association (or its agent duly appointed) shall be free to restrict the entry into the said Complex of anyone whom they consider undesirable, without assigning any reason whatsoever, at the outer gate itself. In case of insistence, the security staff of the Building will be at liberty to call upon the Allottee/ lawful tenant / occupant to come to the gate and personally escort the person from the gate to his Apartment and assume the responsibility of escorting him out as well. If required the Maintenance Agency/ Association (or its agent duly appointed) can also ask for the proof of the identity of the guest and require the Allottee to give undertaking with regard to his guests and shall not object to the same.
- 17.10 The Allottee or anyone claiming under him shall not deface walls, litter or spit in the common areas and facilities.
- 17.11 It is hereby accepted by the Allottee that the availability of the power back-up facility shall be subject to regular payment of charges towards usage of the said facility. It is further understood and agreed by the Allottee that the power back-up facility is an additional amenity provided to the occupants of the said Complex and the Allottee herein shall not claim any loss or damage, whether direct or consequential, from the Company in the event of default on part of the Association/ Maintenance Agency/ any other agency or body in providing the same, to continue to provide the same. In the event the Allottee requires any further power back-up for the Apartment, the Allottee at his sole discretion may install appropriate inverters/ stabilizers

to provide uninterrupted power supply within the Apartment. However the Allottee is not permitted to install diesel genset for said purpose. That the Allottee accepts that the Allottee shall not claim any loss or damage, whether direct or consequential, from the Company/ Maintenance Agency/ Association, in case of power supply with low voltage, low frequency, inconsistency or non-availability of the same for reason beyond the control of the Company/ Association/ Maintenance Agency/ any other agency or body providing the same.

- 17.12 The Building design shall incorporate adequate fire safety and escape measures, many of which will fall in common areas. The Allottee or occupant or any of his tenants, agents, servants, employees, licensees, or visitors shall not block any of the fire exits in any manner or for any reason whatsoever, and shall not handle or damage or render dysfunctional any of the fire-fighting equipment installed in the said Complex. The Allottee (or their tenants) and their employees will participate in periodic fire safety drills. The Allottee on his part shall not do any act or omission which will in any way detract on the functioning or efficacy of these.
- 17.13 That at present the fire safety measures in the said Complex and the Apartment have been provided as per the existing fire safety norms. If, however, due to any subsequent legislations/ government regulation/ orders or directives or guidelines or any change in existing guidelines or amendments in Fire Code/National Building Code, if any additional fire safety measures are required to be installed by the Company, other than as provided / to be provided, in terms of sanctioned Building plans, then it is consented by the Allottee that he shall be liable to pay proportionate charges in respect thereof. This condition will survive even if such additional fire safety measures are to be provided after handing over possession and conveyance of the said Apartment.
- 17.14 It is proposed to set up a Club in the Complex for the exclusive use of the apartment owners & their tenants and lessees which will be managed, operated and maintained by the Maintenance Agency. The Allottee has to additionally pay a one time Complex Club Development Charge as per Schedule of Payments (Schedule - III). The Allottee is further required and agrees to pay such monthly/ quarterly/ yearly charges / fees as may be fixed by the Company/ Maintenance Agency from time to time for meeting the recurring costs and expenses for operation and maintenance of the Club which are not included in Common Area Maintenance Charges (CAM). The detailed terms and conditions of membership and rules & regulations governing use of club facilities will be formulated before the Club is made operational. The Allottee agrees to abide by the rules and regulations formulated by the Company / Maintenance Agency for proper and disciplined use and management of the Club
- 17.15 The right to use Club facilities will be linked with the ownership/ occupation of the Apartment. Upon any further sale/ transfer of the Apartment, this right will accrue to the new owner and the Allottee under this Agreement will cease to have any right to use the same. However, the right to use the Club can be temporarily assigned by the Allottee to the tenant occupying the Apartment provided the majority of the Club members do not object. Such entitlement of the tenant shall cease upon the lease coming to an end. At a time, only one of the two, i.e., either the Allottee or the tenant will be entitled to use the Club facilities.
- 17.16 The Allottee agrees to pay directly, or if paid by the Company, then reimburse to the Company on demand, Government rates, property taxes, wealth tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the said Apartment/ building(s)/ complex, as the case may be, as assessable/ applicable from the date of allotment to the Allottee and the same shall be borne and paid by the Allottee in proportion to the super area of the Apartment to the super area of all the apartments in the said Complex. Further, the Allottee shall be liable to pay from the date of his/her application house-tax/property-tax, fire fighting tax or any other fee or cess as and when levied by a local body or authority and so long as the Apartment of the Allottee is not separately assessed to such taxes, fee or cess, the same shall be paid by the Allottee in proportion to the super area of the Apartment to the total super area of all the apartments in the said Complex.

18 RIGHT OF THE COMPANY TO ADDITIONAL F.A.R

- 18.1 Although the Project has presently been approved by the concerned authorities with F.A.R /dwelling units, as per sanctioned plans, it has been made clear by the Company and understood and accepted by the Allottee that if the F.A.R is increased beyond the current applicable F.A.R by the Government Authority, the Company shall have the exclusive right and ownership on the additional F.A.R beyond the current applicable F.A.R and this Agreement has been entered into by and between the Parties on this basis.
- 18.2 The Company shall have the sole discretion and right to utilize the additional F.A.R, including but not limited to constructing additional buildings in the Said Complex as per the approvals granted by the Governmental Authorities. The Allottee further agrees and confirms that on such additional construction by use of additional F.A.R, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Allottee. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Complex. The Allottee acknowledges that the Allottee has not made any payment towards the additional F.A.R and shall have no objection to any of such additional construction activities carried on in the Said Building/ Said Complex.

19 FORCE MAJEURE

- 19.1 "Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability and makes it impossible to perform obligations under this Agreement, which shall include but not limited to:
- i) Acts of God, i.e. fire, flood, earthquake, natural disasters or acts of like nature; Air crashes; explosions or accidents, acts of terrorism;
 - ii) War and hostilities of war, riots or civil commotion of a prolonged nature;
 - iii) Strikes or lock-outs, labour disputes;
 - iv) Non availability of cement, steel or other construction materials, water or electricity supply or labour;
 - v) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment/ said Building/ said Complex or; if any matters, issues relating to such approvals, permissions, notices, notifications by the Government authority(ies) become subject matter of any suit/ writ before a competent court or for any reason whatsoever ;
 - vi) Any action/proceeding by the Government/statutory Authorities or judicial authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
 - vii) any event or circumstances analogous to the foregoing.

The Company shall not be responsible or liable for not being able to perform any of its obligations or undertakings provided for in this Agreement if such performance is prevented due to Force Majeure conditions or conditions beyond control of the Company.

20 RIGHT TO TRANSFER OWNERSHIP

- 20.1 The Company reserve the right to transfer ownership of the Building/ Complex in whole or in parts or part of sanctioned/ permissible F.A.R to any other entity such as partnership firm, body corporate(s) whether incorporated or not, Association or Agency by way of sale/ disposal/ or any other arrangement as may be decided by the Company in its sole discretion and the Allottee agrees that he/ she shall not raise any objection in this regard.

21 EVENTS OF DEFAULT BY THE ALLOTTEE AND TERMINATION OF AGREEMENT

- 21.1 The occurrence, happening or existence of any of following events shall be considered as "Allottee's Event of Default" –
- i) Failure to make payments within the time as stipulated in Schedule of Payments as given in Schedule III accepted by the Allottee including failure to pay stamp duty, legal, registration and other incidental charges, Advance Maintenance Charges, Interest Free Security Deposit, any applicable taxes, levies, cesses etc., deposits and charges for electric connection, deposits and charges for various municipal and other services water supply, sewage and drainage connections, any other charges, taxes etc. and any increases in respect thereof as may be notified by the Company to the Allottee under the terms of this Agreement and all other defaults of similar nature.
 - ii) Failure to perform and observe any or all of the Allottee's obligations as set forth in this Agreement or if the Allottee fails to execute any other deed / document / undertakings / indemnities etc. or to perform any other obligation, if any set forth in any other document by the Company in relation to said Apartment.
 - iii) Failure to take possession of said Apartment within the time stipulated by the Company in its Possession Notice.
 - iv) Failure to execute conveyance deed and appear before sub-registrar for registration of the same within the time stipulated by the Company in its notice or to pay for the stamp duty, registration charges and other legal and incidental cost and expenses thereof.
 - v) Failure to execute Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, Interest free maintenance security deposits, deposits / charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Company, Maintenance Agency or the Association.
 - vi) Assignment of this Agreement or any interest of the Allottee in this Agreement/ Allotment or any part thereof in violation of Clause of this Agreement or without payment of transfer charges fixed by the Company or not executing documents as asked by the Company for such transfer.
 - vii) Failure to become member of the Association or to pay subscription charges as may be required to be paid to the Association.
 - viii) Dishonor of any cheque(s), given by Allottee for any reason whatsoever.
 - ix) Sale / transfer/ disposal of / dealing with in any manner the parking space independent of the said Apartment or usage of the

parking space other than for parking his vehicle.

- x) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/ agreement/ indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee.
- 21.2 Unless otherwise provided in this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified above, the Company may, in its sole discretion, by notice to the Allottee ("Allottee's Default Notice"), cancel this Agreement by giving in writing thirty (30) days from the date of issue of notice (Termination Date) to rectify the default as specified in that notice. In default of the above, this Agreement shall stand cancelled without any further notice. If the default is not rectified within such thirty (30) days, this Agreement shall stand cancelled without any further notice or intimation and the Company shall have the right to retain Earnest Money along with the interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature. The Allottee acknowledges that upon such cancellation of this Agreement, the Allottee shall have no right or interest on the Said Apartment and the Company shall be discharged of all liabilities and obligations under this Agreement and the Company shall have the right to sell or deal with the Said Apartment and the Parking Space in the manner in which it may deem fit as if this Agreement had never been executed. The refund, if any, shall be refunded by the Company by registered post only after realizing amount on further sale/resale to any other party and without any interest or compensation whatsoever to the Allottee. This will be without prejudice to any other remedies and rights of the Company to claim other liquidated damages which the Company might have suffered due to such breach committed by the Allottee.
- 21.3 The said refund by the Company to the Allottee as stated in Clause 11.10 herein above, sent through cheque/ demand draft by registered post or by Speed Post at the address of the Allottee mentioned herein, shall be full and final satisfaction and settlement of all claims of the Allottee pursuant to this Agreement, irrespective of whether the Allottee accepts/ encashes the said cheque/ demand draft or not.

22 FURTHER ASSURANCES

The Allottee agrees that the persons to whom the said Apartment is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Company may reasonably request 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.

23 WAIVER NOT A LIMITATION TO ENFORCE

Any delay by the Company in enforcing terms of this Agreement or in exercising or omitting to exercise any right, power or remedy accruing to the Company upon any default under this Agreement shall not be construed to be the waiver on part of the Company of any provisions nor shall impair any such right, power or remedy available to the Company. It is made clear and so agreed by the Allottee that exercise of discretion by the Company in the case of one Allottee shall not be construed to be a precedent and /or binding on the Company to exercise such discretion in the case of other allottees. No waiver of any of the terms of this Agreement shall be effective unless made in writing and a waiver of any particular term shall not be deemed to be a waiver of any other term of this Agreement.

24 SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so F.A.R as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25 WHOLE AGREEMENT

The captions/ headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/ clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided. This Agreement, along with its Schedules & Annexure(s), constitutes the entire Agreement between the Parties with respect to the Allotment of the said Apartment and supersedes any and all previous understandings, agreements, correspondences, arrangements whether written or oral, if any, between the Parties herein. This Agreement shall prevail over all other terms and conditions given in sale brochures, advertisements,

price lists and any other sale documents. However, the terms and conditions of the application shall continue to prevail and be binding on the Allottee save and accept in case where they are at variance with terms and conditions of this Agreement in which case terms and conditions of this Agreement shall prevail and shall supersede the terms and conditions contained in the application. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing duly signed by both the parties which only shall be valid

26. INDEMNIFICATION:

- 26.1 The Allottee hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the covenants or conditions stipulated in this Agreement.
- 26.2 The Company and/ or its affiliates, officers, directors, employees, agents, members and servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and any other eventualities beyond the control of Company and the Applicant agrees to keep the Company and/ or its affiliates, officers, directors, employees, agents, members, servants saved, harmless and indemnified with regard thereto.
- 26.3 That the applicant & co- applicant (if any) will have equal share in the apartment and in case of death of any of them the booking will continue in the name of surviving applicant and nominee of the deceased. If no nominee has been appointed then the holding will continue in the name of surviving applicant and legal heir of the deceased on production of inheritance certificate from the competent court. Similarly in divorce case or where a dispute arises between applicants the booking will continue only after providing consent in writing by them or on production of court order settling the dispute. The interest over the delayed payment shall be charged and the dispute whatsoever stated above shall not have any effect on that.

27 BINDING EFFECT:

- 27.1 Forwarding this Agreement to the Allottee by the Company does not create a binding obligation on part of the Company or the Allottee until firstly the Allottee signs, executes and delivers both copies of this Agreement with all its schedules and annexures along with the payment due as stipulated in Schedule of Payments in Schedule III within 15(fifteen) days from date of dispatch by the Company and secondly a copy of this Agreement executed by the Company is delivered to the Allottee within 15 (fifteen) from date of receipt of this Agreement by the Company from the Allottee.
- 27.2 If the Allottee fails to execute and deliver this Agreement within the period stipulated above, then the application of the Allottee shall be treated as cancelled and withdrawn, the provisional allotment made earlier shall be deemed / treated as cancelled and the earnest money paid by the Allottee shall stand forfeited in terms of Cl. 21 above and. Neither party shall have any further rights, obligations or liabilities hereunder against the other.

28. COPIES OF THIS AGREEMENT

That this Agreement has been executed in Duplicate, i.e., the:

- a) Allottee's original (which will be the document of title for purposes of any equitable mortgage);
- b) Company' original; and

The possession of this Agreement is important akin to document of title. No refund of any kind will be permitted unless the Allottee's original have been returned to the Company.

The counter-part of this Agreement shall be executed by the Company and dispatched to the Allottee within 30 days from the date of its receipt from the Allottee.

29. PLACE OF EXECUTION

The execution of this Agreement will be complete only upon its execution by the Company through its authorized signatory at the Company's office at Ghaziabad after both the copies are duly executed by the Allottee and are received by the Company within time stipulated hereinabove. This Agreement shall be deemed to have been executed at Ghaziabad even if the Allottee has executed the same at any other place.

30 NOTICES, JURISDICTION AND DISPUTE RESOLUTION

- 30.1 That all notices to be served on the Allottee under this Agreement and sent by the Company at the mailing address of the

First Allottee given hereinabove shall be deemed to have been duly served on all the allottees and no separate communication / notice shall be sent to the joint Allottees. It shall be the responsibility of the Allottee to inform the Company by Registered Post/Speed Post about all subsequent changes, if any, in his address and also to obtain a formal specific receipt of the same, failing which all communications and letters posted at the above address of the Allottee will be deemed to have been received by him at a time when those would ordinarily reach such address and the Allottee shall be fully liable for any default in payment and other consequences that may occur therefrom.

- 30.2 Any and all disputes arising out of or in connection with or in relation hereto shall so F.A.R as possible, in the first instance, be amicably settled between the Developer and the Allottee raising the dispute. In the event of disputes, claim and/ or differences not being amicably resolved such dispute shall be referred to Consumer Redressal Forum of Confederation of Real Estate Developers Associations of India (CREDAI) for arbitration. The proceedings of the Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended from time to time, or any rules made there under. The Allottee hereby gives his consent to the appointment of the sole arbitrator as specified herein above and waives any objections that he may have to such appointment or to the award that may be given by the Arbitrator. The venue of the Arbitration shall be Ghaziabad, U.P, India and language of arbitration shall be English. It is hereby clarified that during the arbitration proceedings the Developer and the Allottee shall continue to perform their respective rights and obligations under the Agreement.
- 30.3 This Agreement shall be governed by and interpreted in accordance with the laws of India and subject to arbitration hereinabove, the courts at Ghaziabad; Uttar Pradesh shall have the jurisdiction in any and all matters arising out of or in relation to this Agreement.
- 30.4 The Allottee has been explained the entire contents of this Agreement in vernacular language and the Allottee has understood the contents of this entire Agreement and state that it shall be bound by all the terms and conditions mentioned herein.

आवंटी वर्णित करता है कि इस अनुबंध के समस्त कथन मैंने अपनी भाषा में भली प्रकार समझ लिये हैं तथा इस अनुबंध में वर्णित समस्त नियम व शर्तें उस पर पूर्णतया बाध्यकारी होंगी।

IN WITNESS WHEREOF THE PARTIES hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the place and on the day, month and year mentioned above under their respective signatures in the presence of witnesses:

SIGNED AND DELIVERED BY

by the within named Company

LANDCRAFT DEVELOPERS PVT. LTD

Through

SIGNED AND DELIVERED BY

by

SIGNED AND DELIVERED BY

by the within named Allottee

ANNEXURE – I
DEFINITION OF SUPER AREA

Super Area also referred to as **Super Built-up Area**, shall be the **Sale Area** of the said Apartment for the purpose of calculating the Sale Consideration for the said Apartment and it shall be the sum of :

- i) Built-up area / Covered area of the said Apartment also referred to as Apartment Area,
- ii) Pro-rata share of Common Areas and Facilities within the Building in which the said Apartment is situated and earmarked for use of all allottees in the said Building.
- iii) Pro-rata share of Common Areas and facilities outside the said Building in the Project/ Complex earmarked for use of all apartment allottees in the said Project.

Built-up area / Covered area of the said Apartment also referred to as Apartment Area shall mean entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, cupboards and lofts etc. and half the area of common walls with adjoining apartments other premises/apartment, which form integral part of Said Apartment.

Super Area of the Said Apartment if provided with exclusive open terrace(s) shall also include area of such terrace(s), Apartment allottee however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever.

It is specifically made clear that the computation of Super Area of the Said Apartment does not include the following:

- a) Sites and Buildings for commercial component / shops.
- b) Sites and Buildings for Amenities like Nursery Schools,
- c) Dwelling Units for Economically Weaker Sections
- d) Roof/ top terrace above apartments excluding exclusive terraces allotted to apartments/ Penthouses.
- e) Covered / Open Car Parking Area within / outside Buildings provided for allottees/ visitors in the Complex.

It is further clarified that the Super Area mentioned in the Agreement is tentative and for the purpose of computing Sale Consideration in respect of said Apartment only and that the inclusion of Common Areas and Facilities, for the purpose of calculating Super Area does not give any right, title or interest in Common Areas and facilities to the Apartment Allottee except the right to use Common Areas and Facilities by sharing with other occupants / allottees in the said Building/ Complex subject to timely payment of maintenance charges.