

FLAT ALLOTMENT AGREEMENT

UPRERAPRJ:11302

This FLAT ALLOTMENT AGREEMENT is made and executed at Agra on this day of

BETWEEN

O.P Infra Estate Pvt. Ltd. a special purpose company duly constituted and registered under companies Act, 1986, having its registered office at S-20/25, Sanjay Place Agra-282004 hereinafter referred to as the "Developer" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successor in interest, assigns, administrators, and legal representatives) through its director/authorized signatory etc.) of the one part.

AND

1. FOR INDIVIDUAL (S) JOINT APPLICANT(S)

a. Sh./Smt.
S/D/W of Sh.
Resident of
.....

PAN No.

b. *Sh./Smt.
S/D/W of Sh.
Resident of

PAN No.

c. *Sh./Smt.
S/D/W of Sh.
Resident of

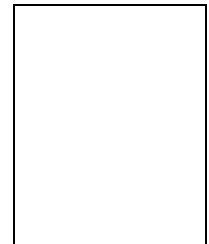
PAN No.

(To be filled in case of joint Applicant(s))

(hereinafter singly/jointly, as the case may be, referred to as the 'Allottee(s)' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns) of the Other part.

II. For partnership FIRMS

**M/s. a partnership Firm duly registered under the partnership Act having its office at, having PAN No. through its authorized representative/ Partner Mr./Ms., hereinafter referred to as the 'Allottee(s)' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the other part and whereas the partnership Firm is competent to enter into this Agreement. The authority letter from the firm/other partners is annexed with this Agreement as Schedule-I.

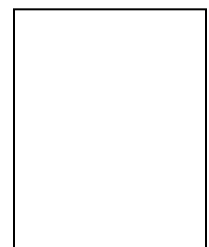


III. FOR COMPANIES

**M/s. a Company registered under the companies Act. 1956, having its registered office at having PAN No. through its duly authorized representative/Signatory

Mr./Ms authorized by Bored Resolution dated
....., hereinafter referred to as the 'Allottee(s)' (which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrators, successors in interest, nominees and permitted assigns) of the Other part. The said board resolution is annexed with this Agreement as Schedule-II.

(**To be filled in case of Partnership Firms, Companies, etc)



AND WHEREAS the Developer has acquired right, title and interest in Group Housing at Khasra no. 825, Pachimpuri Sikandra Agra, AGRA DEVELOPMENT AUTHORITY

AND WHEREAS the Developer shall develop the said plot of Land by constructing thereon a Group Housing complex to be known as "GRAND FORT" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities.

AND WHEREAS the Allottee(s) has applied for allotment of the flat with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the complex named as "GRAND FORT" and is satisfied in respect of ownership/title of the property.

AND WHEREAS the flat is being allotted to the Allottee(s) with the condition that the same shall be put to use for his benefited RESIDENTIAL PURPOSE only (hereinafter referred to as the "AUTHORISED PURPOSE")

AND WHEREAS the Allottee(s) has verified and satisfied himself as to the right/title of the Developers, building plans, documents and all other relevant details and terms and conditions of the lease Deed executed by Agra Development Authority. The Allottee(s) has confirmed and declares that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clause of this Agreement and the Principal Lease Deed and shall abide by the terms and conditions of the same.

AND WHEREAS the Developer relying on the confirmations, representations and assurance of the Flat Allottee(s), to faithfully abide by all the terms and conditions and stipulations contained in this Agreement has accepted in good faith his application to allot the said flat and has now agreed to enter into this Agreement on the terms and condition appearing hereinafter.

AND WHEREAS the Developer has agreed to allot and the Flat Allottee(s) has agreed to the terms and conditions as set out in the application for the allotment of a Residential Flat with Parking Space details of which are given as under:-

Tower Name	GRAND FORT	Floor		Flat	
Super Area (Sq.ft) Approx.		Basic Sales Price (BSP) per sq.ft. super area	/- per sqft		
(In words)					

S.No.	INDEX	RATE	TOTAL
1.	Basic Price	Rs	Rs
2.	Preferred Location Charges/park		
3.	Preferred Floor Charge 1 st /2 nd		
4.	Interest Free Maintenance Charges	Rs	Rs
5.	Club Membership		
6.	ESSB & Power Backup 2KV	Rs	Rs
7.	Covered Parking		
8.	Other Charges (if any)		
	TOTAL		Rs

(Total In words)	
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The boundaries of flat are as under

East –

West-

North-

South-

Notes:-

1. Service Tax extra as applicable.
2. Govt. Charge like Stamp Duty, Registration Charges, Sales Tax/VAT/WTC, Legal Miscellaneous Expenses, Meter connection Charges and any other charges, levied/leviable by the Govt. Shall be payable by applicants at the time of possession.
3. Additional power Backup @ 25,000 per KVA

NOW, THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1. **DEFINTIONS:-** Until and unless repugnant to the meaning or the context thereof the terms used in the present agreement shall mean and be understood as under:

1.1 **DEFINTIONS:-** Developer shall mean O.P. Intra Estate Pvt. Ltd. a Special purpose company duly constituted and registered under companies Act, 1956, having its registered office at S-20/25 Sanjay Place Agra and shall include its successors in interest, assigns, administrators, and legal representatives etc.

1.2 **"ALLOTTEE (S)/FLAT ALLOTTEE(S)"**:- Flat Allottee(s) shall mean any individual, a group of individuals, firm body corporate, association etc. to whom the Flat has been allotted by the Developer and shall include any other transferee, assignee, etc of the Original Flat Allottee(s) ad the terms of the present agreement shall apply automatically upon such transferee, assignee, etc. who shall be bound by the terms of the present Agreement.

1.3 **"SUPER AREA"**:- Super Area of the flat allotted to the Allottee(s) shall mean the area of the flat and shall be understood to include pro-rate share of the common areas in the Complex. It shall include the covered area of the Flat. i.e. the entire area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/Flat which form integral part of Flat and common area shall mean all such parts/ areas in the entire complex which the Allottee(s) shall use by sharing with other occupants of the complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts, service ledges on all common corridors and passages, staircase, munties, services area including but not limited to, lift area, machine/pumping set room, security/fire control rooms, maintenance office/ stores, guards cabin, generator area etc, if provided.

1.4 **"EARNEST MONEY"**:- 10% of the total consideration for the flat being allotted to the Allottee(s) shall mean and constitute the Earnest money for the purpose of the present agreement.

1.5 **"AUTHORISED PURPOSE"**:- Authorised purpose for the purpose of the present agreement shall be RESIDENTIAL purpose of the Flat Allottee(s) Only.

1.6 **"PREFERENTIAL LOCATION CHARGES"**:- Preferential location charges shall mean and include the charges being included in the total consideration for a particular flat being charged for its particular placement/location within the block/tower in which the flat is located and which placement/locations is considered to be preferential by the Developer.

1.7 **"COMPLEX"**. Complex shall mean the total area of plot of land development and shall include all the residential towers and other facilities/ structures provided/created/developed within the said plot of land.

1.8 **"INDEPENDENT AREAS"**. Independent Areas shall mean and include the areas which have been declared but not include as common areas for joint use of final transferee(s)/Flat allottee(s), in whose favour the final sub-lease deed has been executed by the Developer, and may be soled by the Developer without the interference of other final transferee(s)/Flat allottee(s)/apartment owners.

1.9 **"MAINTENACE CHARGE"**. Maintenance Agency shall mean the Developer or any other nominee/assignees of the Developer to whom the functions of maintenance of the complex are assigned by the Developer whether by way of an agreement of otherwise and it could be an individual, a group of individuals, a partnership firm, a body corporate, an associated etc. s the Developer may deem fit.

1.10 **"MAINTENACE CHARGES"**. Maintenance charges shall mean charges which the Flat Allottee(s) shall be liable to pay periodically to the Developer/Maintenance Agency towards general maintenance of the complex including but not limited ot the charges towards electricity, water, club, security, cleanliness, garbage disposition, garden maintenance, gas supply, maintenance of the

common area, lifts, power back-up, insurance, pollution control devices, rain harvesting, etc. All other and future charges recoverable from the Flat Allottee(s) as per the terms of this Agreement shall be charged under maintenance charges and shall be included in the periodic bill served to the Flat Allottee(s) by the maintenances agency.

1.11 **"BASIC PRICE"**. Basic Sale price of the flat shall mean the price indicated by the Developer for a particular flat in the application form. All other charges not specifically included in the Basic Sale price shall be over and above the basic sale price of the Flat and payable by the Flat Allottee(s) separately and in addition to the Basic sale price to the Developer before execution of the sub-lease deed in favour of the Flat Allottee(s) as per the payment schedule or as ad when demanded by the Developers.

1.12 **"USE OF GENDER AND SINGULAR/PLURAL WORDS"**. Throughout the Agreement for all purpose, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitable whenever Allottee(s) is a joint stock company of any other body corporate or organization of partnership firm or an association, etc.

1.13 **"AGREEMENT"**. Agreement shall mean this instrument as originally executed and delivered and if amended, renewed or extended by the mutual agreement of the parties hereto, in writing.

2. That the Developer hereby agrees to sublease/transfer the flat and the Allottee(s) hereby agrees to take the Flat on sublease as described in this Agreement in the complex as per the plans and specifications indicated in the application and accepted by him for a basic sale price plus other additional charges as applicable and desired in the Agreement in respect of the flat and subject to strict compliance of all the terms and conditions of the present Agreement.

3. That it is essential condition of this agreement that the said flat shall always be used only for the purpose it has been allotted i.e. the Authorised Purpose. Any change in the specified use, which is not in consonance with the theme of the said complex or is detrimental to the public interest will be treated as a breach of the terms of the agreement entitling the Developer to cancel the agreement and to forfeit the entire amount deposited by the Flat Allottee(s). Thereafter, the Flat Allottee(s) shall not have any right, title or interest in the said Flat Allottee to him/there. In case the Developer shall not be liable to refund any portion of the money paid it by the Allottee(s)

4. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable super area of the flat, it is repeatedly and specifically made clear that it is only the inside space in the flat that has been agreed to be given on sub-lease and the inclusion of the common areas in the computation does not give any divisible right and title therein to the Allottee(s). The Allottee(s) shall have no right in any commercial premises. building, shops etc. constructed in the complex and the Developer shall be free to dispose off the same on such terms and conditions s it may deem fit.

5. That the Allottee(s) hereby agrees to pay to the Developer the Basic Sale price and other development/preferential charges/ additional charges which shall be as per the payment plan opted by the Allottee(s) and as explained to the Allottee(s). Gas pipeline, water meters etc. and all other items not specifically included shall be got installed by Allottee(s) at his own cost and if installed by the Developer the cost of the same shall be paid to the Developer by the Allottee(s).

6. That the Allottee(s) agrees that he shall pay the price of the flat and other charges calculated no the basis of super area, which is understood to include pro-rate share of the common areas in the complex. It is specifically understood between the parties that the super Area of the flat means the covered area of the flat including the entire area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/Flats which form integral part of flat and common areas shall mean all such parts/ areas in the entire complex which the Allottee(s) shall use by sharing with other occupants of the complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts, service ledges on all floors, common corridors and passages, staircases, munties, service areas including but not limited to, lift area, machine/pumping set room, security/ fir control rooms, maintenance offices/ stores, guards cabin, generator area etc. if provided.

7. That the Allottee(s) hereby agrees to pay for the reason of any increase in flat area, any increase or additional Govt. rates, taxes, cesses, any further compensation to the farmers for the plot land etc. that may be levied or imposed by the Govt./ Statutory Authorities from time to time. Service tax, if any payable on the construction of the flat shall be paid by the Allottee(s). If any Provision of the existing and future Laws, guidelines, directions etc, of any Government or the Competent authorities is made applicable to the flat/complex subsequent to booking requiring the Developer to provide additional services/equipment such as pollution control devices, effluent plant, water harvesting system etc. in the complex, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee(s) on pro-rate basis.

8. That the Flat Allottee(s) specifically agrees to pay directly or if paid by the Developer then reimburse to the Developer on demand, all government charges, levies, service tax, any other charges, fees, tax, cesses etc. levied in future on the said Land and/or

said complex to be constructed on the said Land or the said Flat as the case may be, s assessable/ applicable from the date of allotment of the said flat to the flat Allottee(s) and the same shall be borne and paid by the Flat Allottee(s) in proportion to the super area of the said Flat. If such charges are increased (including with retrospective effect) after the sub-lease deed has been executed, then, such charges shall be treaded as unpaid consideration of the said flat and the Developer shall have the first charges/lien on the said flat for recovery of such charges form the flat Allottee(s).

9. That the area of the flat may change as per direction of the sanctioning authority or architect or structural engineers of the Developer. In case of any increase in the super area of the allotted flat the Allottee(s) shall pay for the increased super area in proportion to the basic sale price and in case o decrease of the flat area the proportionate amount of the Basic sale price shall be refunded to the Flat Allottee(s) by the Developer without any interest. The Flat Allottee(s), in case where variation (increase of decrease) in the super are is more than 5%, shall have the option to withdraw form this agreement and in such an event the Allottee(s) shall be entitled to refund of his money without any interest ny damages of whatsoever nature.

10. That the Flat Allottee(s) hereby agrees to pay preferential location Charges (PLC) for preferential location as described in this Agreement in the manner and within the time as stated in the payment plan. However, the Flat Allottee(s) has/have specifically agreed that if due to any charge in the layout plan, the said Flat ceases to be in a preferential location, the Developer may adjust or refund only the amount of preferential location charges paid by the Flat Allottee(s) and such amount shall be adjusted in the last installment as stated in the payment plan. If due to any change in the layout plan, the said Flat becomes preferentially located, in such case, the Flat Allottee(s) shall be liable and agrees to pay the amount as and when demanded by the Developer towards preferential location charges.

11. That the Developer has defined the standard of internal development and in case of any change at a later stage in the specifications of internal development thereby resulting in the Developer incurring any extra expenses on account of such changes, the same shall be recovered on pro-rate basis form the Flat Allottee(s) and shall be payable as and when demanded by the Developer.

12. That the Developer shall construct the project/ complex s per the sanctioned building plans from the authority/government. The Developer shall always be within its rights to avail the additional benefits which may lawfully accrue or may be available to it with respect to the construction/ development of the project whether in form of additional FSI/FAR or otherwise and the Flat Allottee(s) specifically agrees to the same and hereby specifically waives of all his objections and rights such benefit being availed by the Developer. the Developer shall to, if the circumstance so desire, provide similar/ of same standard/ better specification and/ or facilities other than those mentioned in the brochure/ pamphlet, advertisings, etc, due to technical or aesthetic reasons including non-availability of certain materials of acceptable quality and price of due to popular demand of for reasons of the overall betterment of the said complex/ said Flat. The Flat Allottee(s) agrees to pay for the cost of additional/ better specification and/or facilities, if any, as additional charges proportionately, as the case may be as and when demanded by the Developer.

13. That the building shall be earthquake resistant as per existing codes in force. The fire Fighting Equipment and/or preventive measures in the common area of the complex shall be provided as per the existing fire code/ Regulations as contained in National Building Code, however if additional fire safety measure are undertake after booking/ allotment of the flat fore the reason of any law/byelaw, order or directions or due to and subsequent legislation/ Government orders, the Allottee(s) shall pay for the additional expenditure on pro rate basis.

14. That the timely payment of all the installments as per the schedule agreed by the Flat Allottee(s) and other additional charges shall be the essence of this contract. The Developer shall issue the intimation/demand letter to the Allottee(s) for making payment of the installments, wherever the payment is connected with the construction stage. The Allottee(s) hereby agrees to made all the payments within time as per the terms of schedule of payments form time to time without any reminders from the Developer through A/c payee Cheque(s) Demand Draft(s) in favour of "Kindle infraheights Pvt. Ltd." payable at Delhi.

15. That the Developer shall have the first lien and charges on the flat, in the vent of the Allottee(s) parting with any interest therein, for all its dues that may become due and payable by the Allottee(s) to the Developer under this Agreement.

16. Over and above the basic sale price the Allottee(s) that the Flat Allottee(s) undertakes to pay amongst other the following charges:-

a) Charges for electrocation /connections from the electric supply authority/Developer base station to the sub-station in the complex and from the sub-station will be deposited by the Flat Allottee(s) on prorata basis with the Developer before completion of the project while the charges for electrocation /connections from the sub-station to the Apartment of Flat Allottee(s) and for the meter (for the Apartment) will be paid directly by the Flat Allottee(s) to the electric supply authority/ the Developer when electric connection is

sought/obtained by him but prior to taking possession of the Apartment. However the cost of cabling from the Flat Allottee(s) meter to the Apartment has been included in the basic sale price.

b) Costs towards electricity meter security deposit, energizing charges etc.

c) Costs towards additional equipments such as reverse Osmosis (RO) unit, etc. and its installation;

c) Security Deposit;

d) Connection charges and recurring charges for piped gas connection if available;

e) Proportionate Charges for provision of any other items/facilities/ specifications not specifically mentioned herein as may be required by any authorities or considered appropriate by the Developer;

f) Any other charges as provided or contemplated in the present agreement.

17. That the default in making payment by any of the Flat Allottee(s) in case of allotment in joint names shall be treated as default by both/ all the flat Allottee(s) and they shall be jointly and severally liable and responsible for all the consequences.

18. That in case of payment by Cheque/DD the date of clearance of the Cheque/DD shall be taken as the date payment. A cheque which is dishonoured for any reason whatsoever will call for an administrative charges of Rs. 1,000/- (Rupees One Thousand Only). The Flat Allottee(s) should note that acceptance of such payment with administrative charges of Rs. 1,000/- (Rupees One Thousand Only) is a matter of sole discretion of the Developer without prejudice to any other right of the Developer. That if any cheque submitted by the Flat Allottee(s) is dishonoured, the Developer will not be under any obligation to inform about the dishonour of the cheque or the cancellation of the agreement. In such cases the agreement shall be deemed to be automatically cancelled.

19. That Flat Allottee(s) shall be responsible for making payment to the electricity department/authority consumed by him as per the meter reading and bills sent by such department/authority. In this connection it is clarified that the cost of individual electric charges, electric sub-station, etc. shall be extra and shall be paid by the Flat Allottee(s).

20. That if the Developer decides to apply for and thereafter receives permission from such body/ Regulation/ Licensing Authority constituted by the State Government for such purpose, to receive and distribute bulk supply of electrical energy in the complex, then the terms contained under the agreement shall apply to such distribution upon the Allottee(s). The bill for such supply of electricity shall be generated by the Developer or nominated agency of the Developer on a monthly basis and shall be paid by the Allottee(s) within 7 days thereof failing which the Developer or the nominated Maintenance Agency shall have the discretion of disconnecting the Service to the said flat and the same shall be restored upon payment of the dues alongwith interest @ 24%. p.a. for the period of delay.

21. The flat Buyer shall be responsible for making payment to the Developer of the Maintenance Agency for water consumed by him/her/them the decision regarding charges shall rest with the Maintenance Agency and its decision shall be final and binding upon the Flat Allottee(s).

22. The Flat Allottee(s) shall be liable to pay an interest @24% p.a on delayed payment on all the charges/payments/installment payable under this agreement if not otherwise specifically provided in the present agreement.

23. Taking of one reserved parking (open or covered) is guaranteed by the developer and is mandatory to be opted by the Flat Allottee(s) for which extra payments have to be made over and above the Basic sale price. However the Flat Allottee(s) can opt for more than one parking slots (open or covered) at additional costs however the same shall be at the sole discretion of the Developer and subject to availability of parking Slot.

24. That the Developer shall be responsible for providing internal development within the complex which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines etc. However the external or peripheral service such as trunk water and sewer lines, storm water drain, roads, electricity, horticulture etc. are to be provided by the Govt. or the concerned authority up to the periphery of the complex and the Developer shall not be liable in any manner for any delay in the same on the part of the Govt. or concerned authorities.

25. That the Allottee(s) shall be entitled to use and enjoy the common areas and facilities within the complex along with all the other occupants/ Allottee(s). However, such general/ common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the Allottee(s) of the other flats.

26. That the Developer shall endeavour to complete the development/construction of the Flat within 40 months from the date of start of casting of the raft of the respective tower in which the allotted flat is situated and which period may vary for 6 months subject, however, always to the force majored conditions, regular and timely payment by the Allottee(s), availability of building material etc. change of laws by Government/local authorities, or for any other reason of similar nature out of the reasonable control of the Developer, etc. no claim by way of damage or compensation shall lie against the Developer in case of delay in handing over of the

possession on account of the aforesaid reasons of any other reasons beyond the control of the Developer and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the Flat to the Allottee(s). In case of delay in construction of the Flat for any other reasons than those specified above, the Developer shall pay a sum at the rate of Rs. 5/- (Rs. Five only) per sq.ft. of super area per month for the delayed period beyond the grace period of 6 month, which shall include of any/all damages, compensation, claims for delayed possession. provided however, that the Flat Allottee(s) has made timely payment of all installments towards the consideration of the said flat in time and without any delay to the Developer.

27. That the Developer shall after completion of the flat shall intimate the Allottee(s) to take over the possession of the flat within thirty days thereof. The Allottee(s) shall within the stipulated time, take the possession of flat from the Developer by executing Maintenance Agreement, sublease deed and necessary indemnities, undertaking and such other documentation as the Developer may prescribe. The Stamp Duty, registration fee and other charges for execution and registration of sublease deed of any other documents shall be payable by the Allottee(s). The Allottee(s) after taking possession of the flat shall have no claim against the Developer in respect of any item of work which may be alleged not to have been carried out/ completed in the flat or for any reason whatsoever.

28. That if the Allottee(s) fails to take over the possession of the flat within the aforesaid time limit for any reason whatsoever including failure to make the required payments or failure to get the sub-lease deed registered, the Allottee(s) shall pay to the Developer holding charges at the rate of Rs. 5/- (Rupees Five Only) per sq.ft. of the super area of the flat along with the minimum applicable maintenance charges. It is made clear and the Flat Allottee(s) agrees that the holding charges as stipulated in this clause shall be as distinct charges not related to but in addition to maintenance or any other charges as provided in this Agreement.

29. That the Developer shall not be held responsible or liable for not performing any of its obligations of undertaking provided for in this Agreement if such performance is prevented, delayed or hindered by Act of God, Fire, storm, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure of general shortage of energy, labour, equipment, facilities, materials or supplies, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer. Further, the Developer shall not be held liable for any delay in delivery of possession of the said flat to the flat Allottee(s) if the delay is caused due to carrying out any alternate/additional work demanded by the Flat Allottee(s) in the said Flat at any point of time.

30. That the developer may carry development/construction of the complex in phases outside building in which the flat may be located and the Allottee(s) shall have no right to object or make any claim or default in any payment as demanded by the developer on account of inconvenience, if any, which may be caused to the Allottee(s) due to such construction activity or incidental/related activities, However the Developer shall take all possible measures to segregate the developed and under developed phases and provide common facilities to ensure least inconvenience to the allottee(s). The common facilities in all respect shall be operational on the date of completion of the entire complex.

31. That the Allottee(s), if resident outside India, is solely responsible for complying with the necessary formalities as laid down in foreign Exchange Management Act, 1999 Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory amendment(s), modification (s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Developer with such permission, approvals etc. which would enable the Developer to fulfill its obligations under this Agreement. The Flat Allottee(s) hereby understand/s and agree/s that in the event of any failure on his/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be solely liable for any action under the foreign Exchange Management Act, 1999 and Rules made there under as amended from time to time or any other law as may be applicable. The Developer shall not accept any responsibility in this regard.

32. That the reserved open/covered parking space has been allotted together with the flat and the same shall not have any independent entity detached from the flat. The Allottee(s) shall not have the right to sell/transfer the reserved open/ covered space independent from the flat. The Allottee(s) may apply for additional parking space, which may be allotted subject to availability and at the prevailing rate. The Allottee(s) undertakes to park his vehicle in the parking space allotted to him only and not anywhere else in the complex.

33. The Allottee(s) shall neither demolish the flat nor make any additions or alterations in the flat of whatever nature which may affect the other Flats or common areas or the structure of the complex. The Allottee(s) shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The terrace rights shall always remain with the Developer unless allotted against consideration. No further construction/ Modification is permissible over the roof/ terrace of the flat. The Allottee(s) shall have no objection if the Developer gives on lease or hires any part of the roof top / terraces above the top floor for installation and operation of antennas, satellite dishes, communication towers, etc. It is specifically provided that the roof/terrace of all the towers (excluding the lift machine rooms and water tanks) and the open areas

(which may be utilised by the Developer for the purpose of additional constructions as provided in the present Allotment agreement) shall always be considered as the Independent Areas and none of the Flat Allottee(s) shall have the right to object/interfere if the Developer puts them to his independent use, occupations and for the purpose of raising further constructions.

34. That the Allottee(s) shall become member of recreational in-house Club and shall pay the charges/fee regularly, as may be applicable. The Club shall be managed by the Developer and/ or its nominated Maintenance Agency as the case may be. The membership of the club shall be compulsory to the Flat Allottee(s) but may be extended to outsider at the sole option and discretion of the Developer /Maintenance Agency.

35. That the Flat Allottee(s) shall not use the aforesaid flat or let it for storage of any hazardous, inflammable or obnoxious material of such heavy materials which are likely to affect the stability of the property. No part of the said flat shall be used for any illegal and immoral purpose or for any purpose other than the Authorised Purpose.

36. That the Flat Allottee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate garbage, rubbish, duct, rage or refuse etc. any where in the complex; save and except the areas/places specifically earmarked for the said purposes in the said complex.

37. That it is clearly specified that the visitors/guests/ relatives/ staff of the Flat Allottee(s)/ occupants of the Flat shall park their vehicles outside the complex or at the space earmarked by the Developer to avoid any inconvenience to the Flat Allottee(s)/ occupants of other flats and it shall be the duty of the Flat Allottee(s) to ensure the same.

38. That the Flat Allottee(s) further agree/s that he shall not fix/install the Air conditioners/ Air Coolers or alike equipment at any place other than the spaces earmarked/provided for in the said flat and shall not design or install or open them in the inside passages; common areas in the staircases, the Flat Allottee(s) further ensures that no water shall drip from the said Air-conditioners/ Air Coolers or the like equipments in a way which may cause inconvenience to other Flat Allottee(s)/ Occupants in the said complex. The Flat Allottee(s) agrees to place the outer machine/equipment of its split air conditioner in the inside portion of the balconies provided in the flat only and not at any other place so that the same is not visible from outside and so that the outer look of the building /tower is not defaced/damaged/changed.

39. That Flat Allottee(s) hereby covenants to observe and perform all the terms and conditions of this agreement and to keep the Developer and its agents and representative, estates and effects indemnified and harmless against the said payment and observance and performance of the said terms and conditions and also against any loss or damages that the Developer suffers as a result of non-performance of the said terms and conditions by the flat Allottee(s).

40. That the flat Allottee(s) agrees not to do any act, deed or thing or obstructs the constructions and completion of the said Apartment/tower complex in any manner whatsoever.

41. That the Flat Allottee(s) agrees that it will make its own arrangement inside the apartment for its servants as they are not allowed to sleep in the common area, basements etc. within the complex.

42. That the Flat Allottee(s) agrees that the Developer shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by or against the Flat Allottee(s), if any of the Developer's rights under the allotment are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Flat Allottee(s) agrees to keep the Developer fully informed at all times in this regard.

43. That in case the Flat Allottee(s) has to meet any commitment to pay any commission or brokerage to any person for service rendered by such person to the Flat Allottee(s) whether in or outside India for allotment of the Apartment applied by the Flat Allottee(s) The Developer shall in no way whatsoever be responsible or liable in this regard and no such commission or brokerage shall be deductible from the consideration amount agreed to be payable to the Developer for the said allotment. Further, the Flat Allottee(s) undertakes to indemnify and hold the Developer free and harmless from and against any or all liabilities and expenses in this connection.

44. That in case the Allottee(s) wants to avail loan facility from banks or financial institution or his employer to facilitate to take the flat on sub-lease, the developer shall facilitate the process subject to the conditions that the term of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only. The responsibility of getting loan sanctioned and disbursed as per the developer payment schedule will rest exclusively on the Allottee(s).

45. If any loss is done/caused/occasioned to the Flat or the complex/tower due to negligence of the Flat Allottee(s) then the Flat Allottee(s) shall alone be liable and responsible for the losses or damage(s) suffered by the Developer or any other person whatsoever.

46. That the Allottee(s) shall, after taking possession of the flat or at any time thereafter shall have no objection to the Developer developing or continuing with the development of other Flats adjoining the Flat allotted to the Allottee(s)

47. That this Allotment is strictly subject to the terms and conditions of sanction of ADA he layout plan and Government or any authorities in respect of the said land/said complex of the Developer and the Flat Allottee(s) hereby accept/s and agree/s to abide by and to be bound by the same. Any breach of any such conditions shall be deemed to be the breach of this Agreement entitling the Developer to cancel the Agreement and to forfeit the entire amount deposited by the Flat Allottee(s) shall not have any right, title of interest in the said Flat allotted to him/them.

48. That the Flat Allottee(s) hereby agree/s that out of the amount(s) paid/ payable by him/her/them for the said Flat allotted to him/her/them/it, the Developer shall treat 10% of total consideration of the flat, as earnest money to ensure fulfillment of all the terms and conditions by the Flat Allottee(s), as contained in the Agreement. The Flat Allottee(s) hereby authorizes the Developer of forfeit the Earnest money together with any other amount required to be paid by the Flat Allottee(s) in case of any default/breach of this agreement by him/her or in case of cancellation of the booking/allotment for any reason whatsoever including but not limited to the cases wherein the Allottee(s) him/her/itself applies/ requests for cancellation of the allotment agreement with the Developer and balance amount, if any, shall be refunded to the Flat Allottee(s) upon fulfillment of such conditions as provided/stipulated in the present agreement.

49. That the timely payment of installments indicated in the payment schedule/plan in the essence of this agreement. If any installments as per the schedule is not paid when it become due the developer shall charge interest at the rate of 24% p.a. for any delay in payments upto 3 months. If the Allottee(s) defaults in making payment of the outstanding amount for three consecutive months on any of the payment/installment as stipulated by this agreement, the allotment shall automatically stand cancelled without any prior notice to the Allottee(s) and the Allottee(s) thereafter shall have no charge, line, interest, right or any other claim on the flat. In case of default/breach or upon request/application for cancellation by the Flat Allottee(s), in addition to the

forfeiture of the earnest money, the Developer shall also be entitled to deduct 15% of the total consideration of the said flat towards the cancellation charges and any other charges incurred by the Developer and the Flat Allottee(s) hereby specifically authorises the Developer to recover such amount from the Flat Allottee(s) whether by way of deduction from the amounts already paid by the Flat Allottee(s) towards the booking/allotment or otherwise.

50. That in the event of failure of the Allottee(s) to pay the installments in time as agreed herein or any other breach of the terms of the present agreement, the Developer shall have the right to terminate this agreement, however, in exceptional circumstances the Developer may in case of delayed payments exceeding 3 months, in its absolute discretion, condone the delay in payment subject to the fulfillment of such other of further conditions as may be prescribed by the Developer.

51. That the Flat Allottee(s) Agrees that the conditions for forfeiture of booking amount/ earnest money and other amount/earnest money and other amounts shall remain valid and effective till the execution and registration of the sub-lease/transfer deed for the flat and that the Flat Allottee(s) has agreed to this conditions to indicate his commitment to faithfully abide by all the terms and conditions as contained in the present Agreement.

52. That it is specifically made clear to the Flat Allottee(s) that all defaults breaches and/or non-compliance of any of the terms and conditions of the Developer shall be deemed to be events of defaults liable for consequences including cancellations/termination of the allotment and forfeiture of earnest money etc. With a view to acquaint the Flat Allottee(s), some of the indicative events of defaults are mentioned below which are merely illustrative and not exhaustive.

a) Failure to timely make any of the payments as stipulate by the present agreement (as per the schedule of payments/payment plan) for a consecutive period of three months, whether of any of the installments or the interest on the delayed payments or any other payment s stipulated/provided by the present agreement.

b) Failure to pay stamp duty, legal charges, registration and any incidental charges any increases in security deposited including but not limited to maintenance security deposit any other/ additional charts deposits, fee, taxes, etc. as may be notified by the Developer to the Flat Allottee(s) and all other defaults of similar nature.

c) Failure to perform and/or observe any of the Flat Allottee(s) obligation as contained in this agreement or if the flat Allottee(s) fails to execute any other deed/documents/ undertaking/indemnities etc. as may be warranted or called for or failure to perform any other obligation in relation to the said allotment.

d) Failure to take over the said apartment for occupation and use within the time stipulated by the Developer in its notice.

e) Failure to pay on or before its due date the maintenance charges, maintenance security deposit or any increases in respect thereof as demanded by the Developer, its nominee of its nominated maintenance Agency.

- f) Failure to execute maintenance Agreement with the Developer of its nominated maintenance agency.
- g) Failure to execute sub-lease deed within the time stipulated by the Developer in its notice.
- h) Assignment of Apartment/Flat allotted or any interest of the Flat Allottee(s) in the said apartment/flat without prior written consent of the Developer.
- i) Dishonor of any cheque given by the flat Allottee(s) for any reason whatsoever.
- j) Sale/transfer/disposal of the parking space by the Flat Allottee(s) in any manner except with the said apartment
- k) Any other acts deeds or things with the Flat Allottee(s) may commit, omit or fail to perform against the terms of the present Agreement or any other undertaking, affidavit, Agreement, indemnity etc. or as demanded by the Developer with in the opinion of the Developer amounts to an event of default and the Flat Allottee(s) agrees and confirms that the decision of the Developer in this regard shall be conclusive, final and binding on the Flat Allottee(s).

In case of any termination of the present agreement/allotment by the Developer for any reasons(s) whatsoever or upon the specific request/application of the Flat Allottee(s) for the termination/cancellation of this agreement/allotment the Flat Allottee(s) clearly understand, undertake, agree and hereby authorises the Developer to the forfeiture of the earnest money and cancellation charges together with any interest on delayed installments/ payments due or payable

out of the amounts paid by him and the allotment of the flat shall stand cancelled. In case of such cancellation Flat Allottee(s) hereby also agrees and authorizes the Developer to forfeit, out of the amounts paid by him, any amount towards the in other payments due or payable, the amount paid by the Developer towards the taxes paid to the government/ other authorities pursuant to the present booking/allotment, the amount of brokerage/ commission paid (if any) by the Developer towards the booking/allotment of the said Apartment from the amounts paid by the Flat Allottee(s). The amount paid over and above the earnest money and after the adjustment of other charges/expense incurred by the developer as provided hereinabove, if any, shall be refunded to the flat Allottee(s) by the Developer without any interest and only after the re-allotment of the said Flat. Before claiming such refund, if any, the Flat Allottee(s) shall provided an NOC from the broker if he/she/it had got the booking through a broker, shall submit/return all the original documents/agreements/receipts pursuant to such booking with the Developer, shall executed such documents as may be prescribed by the Developer for the purpose of such cancellation/termination/refund and shall fulfill such other and further conditions as may be prescribed by the Developer in this regard. The administrative charges incurred on documentation, commission paid to the dealer, amounts levied/livable by the government/authorities towards the texts, cusses, etc. as per the provisions law, interest on delayed payments or any other charges paid by the Allottee(s) to the Developer towards the processing of the file on the delayed payments shall always be considered to be the non-refundable amount(s) and shall not be refunded by the Developer to the Flat Allottee(s) under any circumstances.

53. That the Developer is authorized to raise finance/loan from any financial institution/bank by way of mortgage/ charge/ securitization of receivable of the land and the flats and the Allottee(s) will have no objection in this regard.

54. That all the commercial areas provided in the complex shall always be considered as the independent Areas and the Developer shall be at its liberty to either independently sell, lease or to run them (either self or through its nominated agency/ assignee) at its own will and discretion without any objection or interference from the Flat Allottee(s). It is specifically provided that the roof/terrace of all the towers (excluding the Lift Machine rooms, and Water tanks) and the open areas (which may be utilized by the Developer for the purpose of additional constructions as provided in the present allotment agreement) shall always be considered as the Independent Areas and none of the Flat Allottee(s) shall have the right to object/interfere if the Developer puts them to his independent use and occupation. The Allottee(s) specifically waives its right to raise any objections or to make any claim upon such areas which are specifically reserved for the Developer for any reason whatsoever.

55 That, the Allottee(s) agrees and acknowledge that the FSI/FAR (Floor Space Index/Floor Areas Ratio) for the Project/plot of land may be enhanced in the future or the Developer may be entitled to the benefit of the Transfer of Development Rights (TDR) at the project. If the FSI/FAR is increased or if the Developer becomes entitled to the benefit to the Transfer of Development Rights (TDR) at the project, the Developer shall subject to approval of plans by the Authority, have the right to make further constructions at the project which shall include, without limitation, addition of residential Units/ Apartment, addition of infrastructure facilities such as club houses, community centres, commercial complexes and other premises that may be solely and commercially exploited by the Developer. The Allottee waives its right to raise any objection regarding such construction activity for any reasons whatsoever, including charge in the layout plan and increase in FSI/FAR. That in the event, the Developer is able to get additional/purchasable FSI/FAT/TDR or its becomes possible to raise further construction then additional construction may be made on the already approved towers/ blocks or new tower/blocks may be constructed in the open area, as per the approval, and the developer shall be entitled to get the electric, water, sanitary and drainage, system of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system in the complex. The Allottee(s) hereby agrees not to object to any of such construction activities carried on the building/complex.

56. That the Complex shall always be known as "GRAND FORT" and this name shall never be changed by the Allottee(s) or anybody else.

57. That the terms and conditions contained herein shall be binding on the occupier of the flat and default of the occupier shall be treated as the of the Allottee(s), unless context requires otherwise.

58. That it is being expressly agreed that in the event of any delay in completion the Apartment allotted to the Flat Allottee(s) due to reasons beyond the control of the Developer the Flat Allottee(s) shall not be entitled to and agrees not to claim any abatement of compensation and/or with hold any payment. It is being further expressly agreed that the said Apartment shall be deemed to have been completed if made fit for habitation and certified to be so by the architect/ Developer Engineer for the time being of the Tower, irrespective of the fact that whether the other Apartment(s) in the other Tower(s)/Complex have been completed or not.

59. Nothing in this Agreement shall be construed as creating a partnership or joint venture between the Developer and the Allottee(s). Neither party will be deemed to be and agent of the other party as a result of any act under or related to this Agreement. and will not in any way pledge the other party's credit or incur any obligation on behalf of the other party. It is specifically agreed by and between the parties that unless a sub-lease/Transfer Deed is executed and registered , the Developer shall continue to have full authority over the said Flat and all amounts paid by the Flat Allottee(s) under this agreement shall merely be a token payment for sub-lease of the allotted flat and shall not give him any lien or interest on the said Flat until he has complied with all the terms and conditions of this Agreement and sub-lease deed of the said Flat has been executed and registered in his/their favour.

60. That delay of indulgence by the Developer in enforcing the terms of this Agreement or any forbearance of giving of time to Allottee(s) shall not be construed s a waiver on the part of the Developer of any breach or non-compliance of any of the terms and condition of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Developer the rights of the Developer to enforce this agreement.

61. That the terms and conditions of the present agreement is the sole and only understanding between the parties and the parties agree that there are no more representations and promises between the parties whether oral or written other than the present agreement and all the prior agreements/understandings between the parties, including but no limited to the application form filled and submitted by the Flat Allottee(s), prior to the present agreement shall stand superseded and substituted by present agreement.

62. That, if any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and the remaining provisions of this agreement shall remain valid and enforceable in accordance with other terms. It shall not render this Agreement void in any circumstance, Further, in case of any repugnancy or difference in the terms and conditions of any prior documents and this agreement, the terms and conditions contained in this agreement shall prevail and be binding on both the parties.

63. That the Flat Allottee(s) shall not at any time dispute that any clause in this agreement is unreasonable or that it burdens inequitably or that he/she/they does not want to be bound by any particular clause of this Agreement and in case he/she/they chooses to do so it shall be the right of the Developer to repudiate this agreement as a whole and pay back the amount received after deducting earnest money and other charges by the Developer without any interest and take or resume the possession of the Flat if already transferred to the Flat Allottee(s). It is specifically agreed between the parties that each of the parties shall be bound to each and every terms of this Agreement and this agreement has been arrived at on the conditions that the Flat Allottee(s) shall not violate any of the terms of this agreement. It would be the liability of the Flat Allottee(s) to abide by Building By-Laws while using the Flat or while letting out the same. The Flat Allottee(s) shall see that all conditions, terms and covenants of the Lease Governing the aforesaid plot/building shall be abided by and all laws, by-laws, rules and regulations of Agra Authority or other Government/ Local bodies are complied with. Also the Flat Allottee(s) shall attend, answer and be responsible for all deviation, violation or breaches of any of the conditions or laws, by-laws or rules and regulations and shall observe and perform all terms and conditions contained in this agreement or those as imposed by any of the above authorities and accordingly the Flat Allottee(s) shall keep the Developer or the Maintenance Agency, as the case may be, indemnified, secured and harmless against all losses, consequences and damages arising on account of the non-compliance of the aforesaid terms, requirements and demands, etc.

64. That in case if any special agreement/MOU has been entered into with any individual/firm/company for the bulk booking of the Flats with the Developer than in such cases the terms of the said agreement/MOU shall form part of the present agreement and the terms of the present agreement shall stand modified to the extent of the terms of the said special agreement/MOU. The said special agreement/MOU, if any form part of the present Agreement and has been annexed with this Agreement as Annexure-A.

65. That the transfer/assignment/substitution of the Flat by the Flat Allottee(s) to any person/firm/company shall require the prior written permission of the Developer. Any changes for the same (including addition/deletion) registered with the Developer will be deemed as transfer for this purpose. In this connection the administrative and allied charges as prescribed by the Developer will have to be paid, together with all dues of whatsoever nature are payable by the transfer at the time of transfer. The said transfer/substitution/assignment shall, however, also be subject to the permission being granted by Agra on fulfillment of the requisite

conditions in favour of the Developer. It will be responsibility of the transfer to obtain a sanction of the competent authority under the Urban Land Ceiling and Regulation Act, 1976, if the transfer falls within the purview of the said Act.

66. That transfer/substitution of the Flat Allottee(s) in the agreement shall be at the sole discretion of the Developer and shall be allowed only on such terms and conditions as it may be deemed fit including payments of administrative charges etc. Any Change in name (including addition/deletion) of the Allottee(s) will be deemed as substitution for this purpose. In case of assignment/transfer, the assignee/transferee shall be liable to observe all the terms and conditions of this agreement. The entire cost incidental to the assignments/substitution or deletion, shall be borne by the Allottee(s) or the assignee only.

67. That, if for force major reasons or for reasons beyond the control of the Developer, the whole or part of the complex is abandoned or abnormally delayed, no other claim will be preferred except that Flat Allottee(s) money will be refunded without interest for the happening of such eventuality after compliance of certain formalities by the Flat Allottee(s).

68. That in order to provide necessary maintenance service such as the maintenance, upkeep, repairs, lighting, security, club house, etc. of the complex including other common areas, landscaping and common lawns, water bodies of the complex will be organized by the Developer or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Flat Allottee(s) shall be liable to make payment of such cost to the Developer or its nominated maintenance Agency. In case of failure of Allottee(s) to make payment of maintenance charges against stipulated period, he shall be liable to pay interest at the rate of 24% per annum and non-payment shall also disentitle the Flat Allottee(s) to the enjoyment of common services including electricity, water etc. The developer or its nominated maintenance Agency may, upon the completion of the complex, hand over the maintenance of the complex to any individual, firm, body corporate, association etc. hereinafter referred to as "Maintenance Agency") as the Developer in its sole discretion may deem fit. The Allottee(s) shall be liable to make payment of maintenance charges to the Developer or its nominated Maintenance Agency. In case of failure of Allottee(s) to make payment of maintenance charges within stipulated period, interest at the rate of 24% per annum, shall be charged from the Allottee(s) for the period of delay. If payment is delayed beyond 2 months then the maintenance service may be discontinued besides resorting to other measures to recover the same.

69. That the Allottee(s) shall keep and always maintain with the Developer an Interest Free maintenance Security (IFMS) Deposit with the Developer in order to secure adequate provision of the maintenance services and due performance of the Allottee(s) in paying promptly the maintenance charges as raised by the Developer or its nominated Maintenance Agency. A separate maintenance Agreement between the Allottee(s) and the Developer or its nominated Maintenance Agency, thereby containing detailed terms and conditions with respect to the maintenance of the complex and the payment thereof, shall be executed before taking the possession of the allotted flat and the execution/signing of the said maintenance agreement in its standard form shall be a necessary/mandatory precondition to the execution of the sub-lease deed in favour of the Allottee(s). The failure or refusal to sign the maintenance agreement by the Allottee(s), on any ground whatsoever, shall mean automatic termination/cancellation of the allotment of the flat in name of the Allottee(s). If the Developer decides to handover the maintenance to any such maintenance agency then the Developer shall transfer the IFMS to the said maintenance agency at the time of handing over of maintenance to such agency, after adjusting therefrom all outstanding maintenance charges against the flat.

70. That the Developer or its nominated Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the maintenance of the Complex. However, in case of urgency or exigency, the Developer or its nominated Maintenance Agency employees may break open the door, windows etc. of the flat in order to prevent any further damages to the life/property in the flat/Building/Complex and the Allottee(s) hereby agrees, authorizes and further ratifies that all such actions of the Developer or its nominated Maintenance Agency are fair and reasonable and undertakes not to raise any objection to such action.

71. That the structure of the Complex/Building/Tower may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer or its nominated Maintenance Agency on behalf of the Allottee(s) and the cost thereof shall be payable by Allottee(s) as the part of the maintenance bill raised by the maintenance agency but contents inside each Flat shall be insured by the Allottee(s) at his own cost. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Flat or any part of the Complex/Building/Tower or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

72. All/any correspondence to the Developer shall be made at its registered office as provided above by way of registered post/under postal certificate/courier.

73. That it is clearly agreed and understood by the Flat Allottee(s) that it shall not be obligatory on the part of the Developer to send demand notices/reminder regarding the Payments to be made by the Flat Allottee(s) or obligations to be performed by the Flat Allottee(s) under this agreement or any further document signed or to be signed by the Flat Allottee(s) with the Developer.

74. That the Allottee(s) shall get his complete address registered with the Developer at the time of execution of this agreement otherwise the address provided by the Flat Allottee(s) in the Application/booking form for allotment shall be deemed to be the registered address of the Allottee(s). It shall be the responsibility of the Flat Allottee(s) to inform the Developer by Registered A/D letter about all subsequent changes, if any, in his address. In case of joint Allottee(s), all communication sent by the Developer to the first Allottee shall be sufficient and shall be deemed to be communicated to the other co- Allottee(s). All letters, receipts, and/or notices issued by the Developer or its nominated Maintenance Agency and dispatched Under Certificate of Posting/Registered A/D/Speed Post/Courier Service to the last known/registered address of the flat Allottee(s) shall be sufficient proof of receipt of the same by the Flat Allottee(s) and which shall fully and effectively discharge the Developer or its nominated agency.

75. That the Flat Allottee(s) acknowledge and agree that the Developer shall not be liable for any special, consequential or indirect loss arising out of this Agreement and undertakes to indemnify the Developer for any losses suffered to the Developer due to the breach or gross negligence of the Flat Allottee(s)/occupier of the flat.

76. That Flat Allottee(s) further indemnifies the Developer, of any loss or damage suffered by the Developer due to the breach of the present agreement, or any claim against the Developer due to breach or non performance of the present Agreement and the arrears in payment of various payments and other charges and any other sum due and payable by the Flat Allottee(s) under this Agreement.

77. That the Flat Allottee(s) hereby covenants with the Developer to pay as agreed under this agreement and to keep the Developer and its respective estate and effects, indemnified and harmless against said payments and performances of the said covenants and conditions and also against any loss or damage that the Developer may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Flat Allottee(s) or occupants or his tenant, except in so far as the same are to be observed and performed by the Developer.

78. In the event of any question, dispute or difference arising under these presents or in connection therewith including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion (except to any matters the decision of which is specifically provided by these presents) failing which the same shall be referred to the Arbitrator whose decision shall be final and the binding on both the parties. In this connection it is made specifically clear that the sole arbitrator shall be appointed by the Developer/Builder Company and any such appointed person may be someone who is likely to be interested in the Developer/Builder Company. Despite all these facts having been explained, the Flat Allottee(s) has of his/her/their own "FREE WILL AND CONSENT" has agreed to the appointment of the sole Arbitrator by the Developer/Builder Company. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act 1996 and/or statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Agra. The language of arbitration proceedings shall be English and the award shall also be passed in English Language. The cost of Arbitration proceeding shall be fixed at the discretion of the Arbitrator and shall be borne equally by the parties however, the Arbitrator may direct in the award as to who will in due course bear such costs. It would be open to both the parties to refer their disputes as and when arise to the said Arbitrator and it will not be necessary for any party to have the concurrence of the opposite party to make such reference of Arbitration and the same shall not be questioned or challenged by the opposite party.

79. Subject to arbitration clause above, the courts Agra and to High court Allahabad shall have the sole and exclusive jurisdiction to adjudicate upon any dispute between the Developer and the Allottee(s).

IN WITNESSES WHEREOF the parties here to have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witnesses.

SIGNED & EXECTUED BY

(i) FLAT ALLOTTEE(S)

For AND ON BEHALF OF DEVEOLPER
(Authorised Signatory)

(ii) FLAT ALLOTTEE(S)

WINTESSES:

1.Name:_____

Address:_____

2.Name:_____

Address:_____
