



*SUKH SAGAR
COMPLEX*

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Allotment Agreement

Between



Madhav Mukund Promoters Pvt. Ltd.

Regd Office: X-41, Mahila Colony, Gandhi Nagar, Delhi-110031

&

1) Shri/Smt./M/s. : _____

S/W/D of/through Shri: _____

Resident of/having Regd. Office at: _____

2) Shri/Smt./M/s. : _____

S/W/D of Shri: _____

3) Shri/Smt./M/s. : _____

S/W/D of Shri : _____

COMPANY



(Joint Allottees)

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ALLOTMENT AGREEMENT

THIS AGREEMENT is made at Vasundhara, Ghaziabad, on this _____ day of _____, Two Thousand and _____.

BY AND BETWEEN

MADHAV MUKUND PROMOTERS PVT. LTD., a company incorporated under the provisions of the companies Act, 1956, having its registered office at X-41, Mahila Colony, Gandhi Nagar, Shahadara-110031, through its authorized representative/signatory Mr. _____, (hereinafter referred to as the "BUILDER"/"DEVELOPER", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the ONE PART.

AND

1) Shri/Smt./M/s. : _____

S/W/D of/through Shri: _____

Resident of/having Regd. Office at: _____

2) Shri/Smt./M/s. : _____

S/W/D of Shri: _____

3) Shri/Smt./M/s. : _____

S/W/D of Shri: _____

(Joint Allottees)

(To be filled up in case of joint purchasers)

(hereinafter, singly/jointly, as the case may be, referred to as the "BUYER" which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, legal representatives, executors, administrators, survivors, and permitted assigns) of the OTHER PART.

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AND

M/s _____, a partnership firm duly registered under the Partnership Act, 1932, having its principal place of business at _____, through its authorized partner Shri/Smt./Ms. _____, (hereinafter referred to as the " Buyer". Which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their respective heirs, legal representatives, administrators, executors, successors and permitted assigns) or the OTHER PART.

AND

_____, a company incorporated under the provisions of the companies Act, 1956, having its registered office at _____, through its authorized Director/Signatory authorized by Board Resolution dated _____, (hereinafter referred to as the "BUYER" which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and assigns), of the OTHER PART.

IN RESPECT OF

Residential Flat/Apartment or Shop bearing No _____ having approx _____ sq.ft. of Super Area / approx _____ sq.ft. of Built-up Area on _____ Floor situate in the residential complex, namely " Sukh Sagar Complex" to be constructed by the Builder/Developer on the plot no Com-1/A, Sector-4B, Vasundhara, Ghaziabad measuring an area approx 700 square metre.

NOW, THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

1. FLAT/SHOP

- 1.1** in accordance with the terms and conditions set out in this Agreement, mutually agreed to by and between the parties, and in consideration of, the buyer having agreed to pay the basic price and other costs and charges as stipulated herein, the developer hereby agrees to sell and the buyer agrees to purchase the Residential Flat/Apartment or Shop bearing No. _____ having a Super Area of approx _____ Sq.ft. on _____ Floor consisting of _____ bed rooms, drawing/dining, kitchen, toilets, balconies, in the said Complex, named "Sukh Sagar Complex" (hereinafter referred to as the "said Flat/Apartment or Shop") along with proportionate, undivided, unidentified, and impartible freehold right/interest/share only in the land which may be underneath the particular Building/Floor in which the said flat/apartment is located, the proportion being the super area of the said flat in relation to the total super area of all the flats/premises/shop constructed in the said building including the flats/premises/shop that may be constructed in the building at any time in future, including after the transfer of ownership/handing over the possession of his/its flat to the buyer.

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- 1.2** The buyer has clearly understood and agreed that it shall have no right or interest whatsoever in the land underneath the said Complex, except the undivided, unidentified and impartible freehold right in land in the particular building in which the said flat/shop is built, proportionate to the super area of his/its flat/shop herein agreed to be sold and as stated in Clause 1.1 hereinabove and the necessary easement rights pertaining thereto. Apart from that, the buyer shall not be having any right, title or interest of any kind whatsoever, in any land, buildings, open spaces, common areas, facilities and amenities provided anywhere in the said complex, save and except the right to use the common areas, facilities and amenities, subject to payment of maintenance and/or other charges payable for the same. The developer shall be sole and absolute owner of such lands, buildings, open spaces, facilities and amenities etc. Whatsoever, and the developer shall be fully entitled to sell, transfer, convey, part with possession thereof, or otherwise dispose of the same to any one or to deal with it in any manner as it may like, including construction commercial building(s) for use as shops/offices/commercial complex etc., on such lands/open areas/spaces; as permissible in law, at its sole discretion and the buyer shall not be entitled to question/object to the exercise of such discretion by the developer on any ground whatsoever.
- 1.3** The buyer agrees and acknowledges that the developer has readily provided all information and clarifications as required by him/her and that he/she has not relied upon and is not influenced by any architect's plans, sales plan, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by the developer, its selling agents/brokers or otherwise, and has entered into this agreement solely based upon the terms and conditions mutually agreed herein.
- 1.4** It is noted and clearly and expressly stated and understood by the buyer that the allotment of aforesaid land on which the project "Sukh Sagar Complex" is being developed by the developer on a freehold Land on the terms and conditions mentioned therein; as well in the Awas Evam Vikas Parishad.
- 1.5** The sale consideration as agreed and mentioned in the present agreement is firm and there shall be no escalation in the agreed basic price per sq. ft.

2. SUPER AREA

- 2.1** The term "Super Area" wherever appearing in the present agreement shall mean the sum of , (i) the entire area of the said flat/shop enclosed by its periphery walls, including half of the area under common walls between two flats/shop, and full area of wall in other case; area under columns, cupboards, window projections and balconies; and (ii) proportionate share of service areas to be utilized for common use and facilities, including but not limited to lobbies, staircase, circulating areas, lifts, shafts, passage, corridors, stilts, lift machine room,



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area for water supply arrangement, maintenance office, security/fire control rooms etc. The method of calculation of super area stated herein shall be binding upon all the parties.

- 2.2** The buyer has clearly understood and agreed that notwithstanding the fact that a portion of common area has been included for the purpose of calculating the super area of the said flat/shop, it is only the covered area of the flat/shop, i.e. area enclosed by its developer and to be purchased by the buyer, and only to which area the buyer shall have the exclusive right. The inclusion of the common areas in the computation of super area, as such, does not give any right, title or interest therein to the buyer in any manner.
- 2.3** The super area of the said flat/apartment/shop, as given in the agreement is only the tentative area and the actual size of the said flat may vary at the time of final measurement. The Buyer undertakes and agrees that the final sale consideration of the said flat, payable by it to the developer will be as per the actual super area of the said flat/shop.
- 2.4** The covered area shown in the brochure, map or any other document has been calculated on brick wall to brick wall basis.

3. COST/SALE PRICE; PLAN & SCHEDULE OF PAYMENT

- 3.1** The Buyer has well acquainted himself/itself that the Developer is offering the sale of flats/shop in the complex under the **-2-(Two)** plans/categories:

- A. Construction Link Plan (CLP)
- B. Down Payment Plan (DP)

The buyer has also sought and has been provided with the complete details of each of the plans and the terms of payment of agreed sale consideration/other charges there under. It is specifically taken note by the buyer that apart from the stages of payment, the basic sale price per sq. ft. of the Super area is Rs. _____ /- (_____) as per Payment plan.

Notwithstanding the developer offering the sale of flats under the aforesaid--2--plans/categories at present, it is always open and in the sole discretion of the developer to introduce any other plan/category in addition to the existing plans or to withdraw any existing plan/category under the present scheme, at any time in future and offer sale of flats/apartments/shop on such terms and conditions in its absolute discretion and authority and the buyer shall have no objection, whatsoever, to it.

- 3.2** The buyer shall pay 10% (Ten Percent) of the agreed consideration/sale price of the flat/shop under sale in this agreement by way of booking amount.



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- 3.3** The buyer has paid the following amount(s) by way of booking amount, as per details given below the receipt whereof is admitted and acknowledged by the developer.

<u>Receipt#</u>	<u>Dated</u>	<u>Amount (in Rs.)</u>
	Total	

- 3.4** The Developer has agreed to sell and the buyer has agreed to buy the flat/shop under this agreement, under plan the particulars whereof are as under:

DETAILS OF FLAT/APARTMENT/SHOP

Number of Flat/Apartment /Shop: _____

Floor of Flat/Apartment/Shop: _____

Super Area (Tentative): _____

PLAN OPTED

1. Down Payment Plan (DP)
2. Construction Link Plan (CLP)



3.5 AGREED SALE CONSIDERATION/CHARGES:

SL.	PATRICULER	AMOUNT(Rs.)
1	BASIC SLAE PRICE	
2	CLUB MEMBERSHIP CHARGES	
3	PLC, IF ANY	
4	CAR PARKING	
5	ADDITIONAL, IF ANY	
	TOTAL COST	
Rs.		
	<p>*<u>Total Cost</u> may vary marginally depending upon actual measurement of the Super Area of the Flat/shop under sale.</p> <p>** Taxes & Levies & other government dues shall be charged as per government rules</p>	

3.6 SCHEDULE OF PAYMENT – As per Plan Opted:

The agreed schedule of payment under each plan is shown below and the amount shown as payable is subject to payment of full and timely payment of the installments/dues by the buyer and also the compliance of all the terms and conditions of the agreement and no breach of any of the terms on the part of buyer. Further, the amount, as may be payable by the buyer under this agreement, may exceed on account of factors like interest payable on arrears/delayed payments (if any) change in the super area of flat/shop on actual measurement or the change in location of the flat/shop or additional/other charges payable as per the agreed terms of payment in this agreement. The details of the terms of payment/default/delay in payment/other breach etc, and other applicable terms and condition as agreed, have been incorporated under appropriate heads in the agreement.

The actual amount, however, as paid by the buyer and received by the developer till the date of execution of this agreement, is mentioned under relevant clause in the agreement.



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Down Payment Plan

INSTALLMENT	OF TSP
At the time of Booking	10%
Within 30 days of Booking	85%
At the time of Possession	5%

Note: The payment to be made on possession of the flat/shop by the buyer shall be the amount as demanded by the developer in the final call notice, which amount may include the interest and other charges etc. as due and payable by the buyer and as provided in the agreement.

Construction Linked Payment Plan

INSTALLMENT	OF TSP
At the time of Booking	10%
First Installment within 30 days of bookings	10%
Second Installment on Raft of Basement	10%
Third Installment on Roof Casting of Basement	10%
Fourth Installment on Roof Casting of Ground Floor	10%
Fifth Installment on Roof Casting of 1st Floor	10%
Sixth Installment on Roof Casting of 2nd Floor	10%
Seventh Installment on Roof Casting of 3rd Floor	10%
Eighth Installment on Plaster	10%
Ninth Installment at the time of Paint	5%
At the time of Offer Letter of Possession	5%

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Note: The payment to be made on possession of the flat/shop by the buyer shall be the amount as demanded by the developer in the final call notice, which amount may include the interest and other charges etc. as due and payable by the buyer and as provided in the agreement.

It is specifically noted and agreed by the buyer that under the construction link plan, the due date for payment for each of the roof casting shall relate to the date of the casting of roof in any residential tower in the complex in the earliest point of time.

4. PREFERENTIAL LOCATION CHARGES

- 4.1** In addition to the basic price of the flat/shop, the buyer shall also pay to the developer Prime/Preferential Location Charges (PLC)(where applicable) at the rate as stipulated per Sq. Ft. for the Super area of the Flat/shop under sale, depending upon its location and the PLC shall be paid by buyer together with the basic price, the payment for which may fall due, depending on the payment plan opted by the buyer. The PLC as opted and agreed to be paid by the buyer under this agreement have been shown and included in clause 3.5 under the head 'Agreed Sale Consideration/Charges'.
- 4.2** The Buyer hereby specifically agrees that in the event, due to any change in the lay out plan/building plan, or for any other reason, the flat under sale ceases to be in prime/preferential location, the developer shall be liable to refund to the buyer, only such amount as paid by the buyer as PLC, and shall adjust the same in the last final installment to be paid by the buyer as per the opted payment plan.
- 4.3** The buyer hereby also specifically agrees that in the event, due to any change in the layout plan/building plan or for any other reason, the flat becomes primary/preferentially located, (not so originally) then the buyer shall be liable to pay to the developer, in addition to the basic price of the flat, the PLC at the rates as stipulated in the agreement, as and when demanded by the developer.
- 4.4** The PLC shall always be treated as part of sale consideration of the flat.
- 4.5** A flat shall be deemed to be preferentially located in any of the following conditions as mentioned in column A and the PLC payable shall be as mentioned in column B, as shown there against.

FOR FLATS

(A) Preferential Location	(B) Rate per sq.ft. of Super area(in Rs.)
Road & Park Facing	Rs. 250/-
Corner Flat	Rs. 50/-



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First Floor	Rs. 100/-
Second Floor	Rs. 50/-

FOR SHOP

(A) Preferential Location	(B) Rate in % of BSP (in Rs.)
Front Facing	10% of BSP
Two side open	5% of BSP

- 4.6** It is clearly understood and agreed by the buyer that the preferential location charges shall add up and be payable accordingly where a particular flat/shop enjoys more than one location advantage. For example, a corner flat on 1st Floor and also facing road and park will be subject to payment to total of PLC (as applicable to -3- different location advantages) adding up the amount per Sq. ft., as payable for each location advantage.

5. CAR PARKING

- 5.1** The buyer shall also pay to the developer, additionally a sum of Rs. _____ towards grant of right to use _____ designated parking space within the complex for parking of his one car.
- 5.2** The buyer shall only be the licensee of the Developer in respect of the allotted car parking space for its use as car parking only and not other purpose. The ownership right of space allotted to the buyer for use as a Licensee shall always vest in the Developer.
- 5.3** The buyer shall not use or cause to be used the said space for any purpose other than car parking.
- 5.4** In the event of transfer of the flat, the license of user of the said parking space shall automatically stand transferred to the transferee of the flat, who shall be entitled to use the same as Licensee as per agreed conditions.
- 5.5** It is further made clear to the buyer that the buyer shall have no right, title or interest in other unreserved parking space available to visitors/other occupants/users and such parking space shall be under the exclusive ownership of the developer and shall be dealt with by the developer at its own discretion as it may deem fit.



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- 5.6** The buyer agrees that the reserved parking space(s) allotted to him/her of his/her exclusive use shall be understood to be together with the said flat and the same shall not have independent legal existence detached from the said flat. The buyer agrees and confirms that the reserved parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said flat under any of the provisions of the agreement.
- 5.7** The Developer may subject to availability of additional car-parking space, and in its absolute discretion, agree to grant to a buyer, more than one car parking space as Licensee, subject to payment as decided by developer at the time of allotment of parking additionally for the allotment of each extra car parking.
- 5.8** No car/vehicle parking is allowed inside the complex except those, who have reserved the car parking space.

6. EARNEST MONEY

- 6.1** The Developer and the buyer hereby agree that 10% of the total cost of the said flat shall constitute the earnest money for the purpose of this agreement.
- 6.2** The buyer has clearly understood and hereby agrees that the earnest money is for the purpose of securing due performance of this agreement on the part of the buyer and that in the event of termination of this agreement/ on account of any breach on buyer's part, the developer shall be entitled to forfeit the earnest money, i.e. an amount equivalent to 10% of the total cost of the flat out of the amounts received from the buyer (including the booking amount) towards the sale-consideration, and the buyer shall not object to or challenge the said forfeiture on any ground whatsoever.

7. TERMS OF PAYMENT

- 7.1** The buyer has paid a sum of Rs. _____/- to the developer towards cost of the said flat/shop till the time of execution of this agreement, and the receipt of the same the developer hereby admits and acknowledge. The buyer agrees to pay the remaining sale consideration and other charges as per payment plan consented by the buyer, under this agreement.
- 7.2** The buyer shall make all payments through Accounts Payee Cheques/Demand Drafts drawn in favor of **M/s MADHAV MUKUND PROMOTERS PVT. LTD.**, payable at Delhi, as per schedule of payment, as agreed hereinabove under the relevant plan. In case outstation cheques, bank charges shall be debited to the accounts of the buyer/allottee
- 7.3** It is categorically understood and agreed by the buyer that the developer shall have the right to adjust/appropriate that amount received from buyer, first towards the interest and other



charges, if any, due from the buyer under this agreement and the balance towards the sale consideration of the flat/shop.

- 7.4** In the case of construction linked plan (CLP), the developer shall , from time to time, issue demand notice to the buyer demanding the amount due and the said notice shall be final and binding and the buyer shall be bound to make the payment of demanded amount within the period given in the said notice. Non-Payment of part-payment or delayed payment of the demanded amount shall be deemed to be a breach of payment. Provided, however, that in case of time bound installment payment plan, issue of any such demand notice shall not be required but developer may at its discretion, and without any obligation on its part, issue call notice demanding the payment. The buyer, however, shall be bound to make the payment of installments of their due dates, irrespective of the fact whether any call notice has been issued to it or not.

8. DEFAULT/DELAY IN PAYMENT/OTHER BREACH

- 8.1** The buyer has understood and agrees that full and timely payment of each installment/amount due is the essence of this agreement and that he shall not make any default in making payment of any installment/other charges and shall not breach any other term or condition of the agreement.
- 8.2** In the event that the buyer make any default/breach of any terms of payment and/or other terms and condition of this agreement, this agreement may be cancelled at the sole option and absolute discretion of the developer, and in such an event, the buyer shall forfeit to developer the amount of earnest money and also be further liable to pay interest if any payable on arrears/delayed payment, brokerage, if any, paid by the developer to any broker etc, and buyer shall not be left with any right, title or interest of any nature in the said flat/shop in any manner whatsoever. The amount, if any, paid by the buyer to the developer over and above the earnest money, interest payable on delayed payment, brokerage etc. would be refundable to the buyer but without any interest or compensation of whatsoever nature.
- 8.3** The developer, however, without prejudice to its right to treat this agreement as cancelled may, in its absolute discretion, waive the default in making the payment by the buyer, subject to the condition that the buyer shall pay the default amount in full together with interest on default payment @ 24% per annum, from respective due date, within the specific period as may be granted by the developer. It is made abundantly clear that the discretion of the developer in this regard shall be absolute and buyer cannot compel the developer to exercise the said discretion in his favor on any ground whatsoever, including the ground that the developer has exercised such option in the case of some other buyer/defaulters.



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- 8.4** Without prejudice to the foregoing and other rights of the developer in this regard, in case of dishonor of cheque issued by the buyer, a returning charges of Rs. 1000/- per cheque will be payable by the buyer.
- 8.5** General cancellation of booking will attract forfeiture of 10% of the total cost of the flat/shop.
- 9. ALTERATIONS/MODIFICATIONS IN THE LAY OUT PLAN, DESIGN, AND SPECIFICATIONS**
- 9.1** The buyer has seen and accepted the lay out plans, building plans, designs and specifications and has understood and agreed that the same are provisional and tentative and are subject to change at the instance of the sanctioning/competent authorities and/or as the developer may deem fit on the advice of its architects or otherwise. The buyer hereby authorizes the developer to effect and gives his consent to all such alternations/modifications in the lay out plan/building plans, designs and specifications as may be necessitated/required to be carried out, by the exigencies of the circumstances form time to time.
- 9.2** Such alteration may include change in location of the flat/shop, its number, Change in its area and also increase or decrease in total number of flats, floors etc. planned to be constructed in the Block/Complex.
- 9.3** The buyer also agrees and undertakes that he shall pay to the developer the increase, if any, in the cost of the flat due to such change/modification. Likewise, benefit of decrease, if any, in the cost of the flat/shop due to such changes, shall be given to the buyer.
- 9.4** In case of any major alteration/modifications, resulting +-5% change in the cost of the flat, the developer shall intimate, in writing, to the buyer such changes and the resultant change in the cost of the flat/shop to be paid by the buyer. In case the said changes/modifications are not acceptable to the buyer, he can raise his objection within 30 days of the receipt of intimation from the developer. In such an event, the present agreement shall be treated as cancelled and the amount paid by the buyer to the developer under this agreement shall be refunded to the buyer without any interest and/or compensation of whatsoever nature. In case, buyer fails to raise his objection in writing within the prescribed period of 30 days, he shall be deemed to have given his full consent to the alterations/modification and be bound by it.
- 9.5** In the event of paucity or non-availability of any particular construction material/article, the developer shall have the right to use alternative material/article but of equally good quality. Opinion of the architects of the developer on such changes shall be final and binding on the buyer.
- 10. ADDITIONAL CONSTRUCTION**



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- 10.1** The buyer agrees that in case during the course of construction and/or after the completion of the building(s) in the complex, it further construction anywhere, and on any portion of the plot or building or on the terrace becomes permissible including on the piece of plot of land on which the Block/Building, wherein the flat/shop of the buyer is located is constructed/is under construction, the developer shall have the exclusive right to take up or complete such further construction as belonging to the developer, without any objection and /or hindrance from the buyer and the buyer will in no way interfere with such right of the developer.
- 10.2** The allottee/buyer/occupier of a flat/shop agrees and undertakes that it shall have no objection to the builder constructing/continuing with the construction of the remaining/additional structures in the project or other buildings adjoining its apartment.

11. COMPLETION OF CONSTRUCTION

- 11.1** The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete the construction of the said Flat/Shop, within a period of 24 month from _____, and with an extended period of 6 months.
- 11.2** However, any loss of time, occasioned by non-availability of steel and/or cement or other buildings materials, or water-supply or electric power, strike or due to dispute with construction agency(ies) employed by the developer, lock-out or civil commotion, the complete stoppage or slow down of the construction activity due to force majeure; any restriction/restraint put by any competent authority and/or court of law; time taken by any competent authority in granting any necessary or required permission; or due to any situation/circumstances beyond the control of the Developer and which is not created by the Developer's own willful neglect and default, shall be excluded while computing the aforesaid period of 24 months. It is specifically made clear and agreed by the buyer that should the aforesaid time period of 24 month undertaken for completion of construction exceeds/gets extended because of any or more of the aforesaid reasons, no claim whatsoever by way of damages/compensation, as provided herein or otherwise, shall lie against the Developer for such delay/extended period and such extended period shall be excluded while computing the period of delay, if any in completion of the construction.
- 11.3** For the purpose of the Agreement, the date of making an application to the concerned authorities for issue of completion/part completion/occupancy/part occupancy certificate of the complex shall be treated as the date of completion of the construction of the Flat.

12. DELAY IN COMPLETION OF CONSTRUCTION

- 12.1** In case, the Developer fails to complete the construction within the agreed period of 24 month, with as extended period of 6 month, as hereinabove mentioned, the Developer would pay to the Buyer a compensation @Rs. 5/- sq. ft. for the salable/leasable area of the Flat/shop per month for the period of delay to the Allottee, provided, however, that the



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Buyer has made payment of all installment of the sale consideration/cost of the said flat/shop, in time and without delay and further subject, however to clause 11 above.

It is further agreed that the amount of penalty, if any, payable as above, shall be paid by the developer only after the execution and registration of the sold super area.

- 12.2** A written intimation for completion of flat/shop/project will be sent to the Allottee(s) and a "Fit-out-Period" of three months will commence from the date of offer to facilitate the Allottee/Buyer to communicate to exact date by which he/she/they will be taking the physical possession of his/her/their own flat/shop after complying with the requisite formalities viz. obtaining NOC from the accounts department of the developer company, registration of sub-lease/sale deed etc. will be done during the said Fit-out-Period only, which is likely to take 20-25 days for an individual flat/shop and the Allottee(s) may get these final installations done in/his/their presence, if so desired.

13. POSSESSION

- 13.1** The Developer, on completion of construction of the said flat/shop, shall issue a final call notice to the Allottee/Buyer, calling upon him to remit all remaining dues, charges, expenses, etc. as may be mentioned therein, within 30 days thereof and to take possession of the Flat/shop after execution of the Sale Deed.
- 13.2** The Buyer, on receipt of such call notice, shall pay to the Developer within the stipulated period; the amount demanded therein and shall execute the sale deed and take possession of the said Flat/shop, within the stipulated period. Payment of all the dues including arrears of installment(s), if any, due interest and other charges etc. as may be mentioned in such call notice, and observance and performance of all the obligations and stipulations by the buyer as contained in the agreement shall be a condition precedent for execution of sale deed by the developer and handing over possession of the said flat/shop to the Buyer.
- 13.3** The developer shall prepare and execute along with the buyer the Registered Deed to convey the title of the said flat/shop in favor of the buyer, in compliance with the terms of Sale, but only after receiving entire outstanding payment dues from the buyer as hereinabove stated. The costs and expenses towards stamp-duty and registration charges etc. shall be exclusively borne by the buyer and the buyer shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, with applicable State/other amendments, including any action taken or deficiencies/penalties imposed in this regard including under valuation of the flat/shop by the competent authority(ies). The allottee/buyer shall also be liable and responsible for payment of all taxes/charges/penalties etc. whatsoever, as may be applicable at any time in the present/future (including service tax), in respect of the sale transaction under this agreement.



- 13.4** The flat/shop ready with water, electricity and sewer connection shall be deemed to be ready for possession.
- 13.5** In case the allottee/buyer fails to take possession of the flat/shop till after the delay of two months after the expiry of the "Fit-out-Period", it shall be assumed that the allottee/buyer is not interested in the allotment/buying of the flat/shop and his/her/their booking of apartment shall be treated as cancelled, in the sole discretion of the developer, without any further notice and the amount received from the allottee/buyer shall be refunded by the developer, without any interest thereon and after forfeiting the amount equivalent to 10% of the cost of the flat/shop and other charges as per company's terms and conditions.
- 13.6** Any request for any change in construction of any type in the flat/shop from the allottee/buyer shall not be entertained. Further, it is agreed that the work relating to fixation of floor/wall tiles shall be acceptable to the buyers as done in the normal course of job work, on account of the developer having not control over the manufacturing process or the colour scheme of the tiles.
- 13.7** After taking the possession of the apartment, the allottee/buyer shall have no claim against the developer as regards quality of work, material, pending installation, area of flat/shop or on any other ground whatsoever.

14. NON TAKING OF POSSESSION

- 14.1** In the event, the Buyer did not comply with the call notice, within the stipulated period as prescribed in the previous clause, the same shall be deemed to be a serious breach of the present agreement in terms of clause 8.1 above, and in such an event, clause 8.2 of this agreement may come into play at the sole option of the developer, and the consequences mentioned therein shall follow.
- 14.2** Further, the Developer, however, without prejudice to its right to treat this agreement as cancelled, may, in its absolute discretion, waive the aforesaid breach, and execute the sale deed in favor of the Buyer and handover possession of the said Flat to him at any time after the stipulated period of 30 days subject, however, to the condition that Buyer shall pay to the Developer a holding compensation @ 10/- per sq. ft. of the super area of the Flat per month for the period of delay. This compensation shall be a distinct charge, independent of other charges, including maintenance charges, compensation as may be payable by the Buyer under any other clause of this agreement. It is made abundantly clear that the discretion of the developer in this regard shall be absolute and Buyer shall not be able to compel the Developer to exercise the same on any ground whatsoever, including on the ground that the Developer has exercised this option in the case of some other buyer/defaulters.



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- 14.3** In the event the Developer exercises its discretion under clause 14.2 above, the Buyer shall be deemed to have taken possession for the purposes of this Agreement on the 30th day of the final call notice and shall be liable to pay all charges including maintenance charges, taxes, levies, outflows on account of the said flat from the 30th day of the final call notice.

15. MAINTENANCE

- 15.1** The maintenance of the entire complex shall be undertaken by the Developer itself or by its duly nominated agency. The Developer or its nominee, as the case may be, is referred to as the Maintenance Agency (MA) in this clause/agreement.
- 15.2** The Buyer hereby agrees and undertakes to enter into a separate Maintenance Agreement, before/at the time of taking possession of the flat, with the Developer for the purpose of management, administration, preservation, maintenance and upkeep of said Complex operation and maintenance of common service therein and also for maintenance repair etc. The non-execution of the Maintenance Agency by the buyer shall be deemed to a serious breach of the terms of this Agreement.
- 15.3** The Buyer hereby agrees and undertakes to pay to the Maintenance Agency, the Maintenance charges, as may be fixed by the Agency from time to time, along with the applicable service tax for Super Area of the Flat, to be utilized for the purpose of management, administration, preservation, maintenance and up-keep of said complex, operation and maintenance of lifts, generators, fire fighting system, sewerage system, common electricity, garbage disposal, up-keep and cleanliness of common areas, water supply etc.
- 15.4** The Buyer shall pay to the Developer a sum of Rs. 50/- (Rupees Fifty Only) per sq.ft. of the Super Area of the Flat/shop towards Interest Free Maintenance Security (IFMS) as replacement fund to be established for meeting expenses relating to repair/replacement of capital equipment including such as lifts, pumping sets, water mains, electric cables, transformers, generators, fire fighting installations, devices and equipments, painting of exterior walls of the complex, major repairs of common areas and facilities, as and when required to be attended to, in the absolute discretion of the Developer.
- 15.5** Watch and ward arrangement shall be provided in the complex as part of maintenance of the complex. For this, the Developer shall be fully entitled to make appropriate arrangements for the safety and security of the complex and the Flat/shop occupants, including regulation of the entry of person/visitors into the complex. As per rules and regulations framed by Developer. The rules and regulations framed by the Developer in this regard shall be final and binding upon all the buyers/occupants of the Flats/shop.
- 15.6** The Buyer shall permit the Developer and its agents, surveyors, workmen etc. to enter into his/her flat/shop as and when required for the purposes set out in this clause. Where the



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buyer has kept his/her flat/shop unoccupied/locked, the buyer shall be responsible to make such proper arrangement for entry in the flat/shop as is necessitated for administration of the maintenance to be undertaken by the Developer.

- 15.7** The internal maintenance of the Flat/shop in all respects, including the maintenance and repair of the electric fittings, sanitary fittings, internal piping, gas connections and whatsoever, etc. shall be the sole responsibility of the Buyer, to be carried out at his own expense. The Developer has no responsibility for any internal maintenance of the said Flat/shop.
- 15.8** The buyer agrees that the Developer shall be fully entitled to revise the charges for maintenance, maintenance security, contribution towards Interest Free Maintenance Security etc., as and when required, from time to time, keeping in mind the increasing cost of the man power, material and other incidental expenses etc.
- 15.9** The Buyer hereby agrees and undertakes that he shall make the timely payment of all charges towards maintenance etc. as provided in the clause/agreement and in case of delay/default, he shall be liable to pay interest @ 24% per annum on arrears.
- 15.10** The Buyer has fully understood and hereby agrees that his right to use the common areas, services, and facilities shall always be subject to the timely payment of maintenance charges as provided under the clause/agreement, and in the default of payment, he shall stand deprived of his right to use such common areas, services and facilities. The Developer shall have the authority to take this measure of disallowing the user of common area, and other services and facilities notwithstanding its right to charge and recover the amount of arrears with agreed interest @ 24% for period of delay.
- 15.11** In the event, the buyer permits a third party to occupy his flat/shop, under whatsoever arrangements between them, it shall be the duty and responsibility of the Buyer to make such third party agree and be bound by all the terms and conditions under this clause as well as the Maintenance Agreement including payment of stipulated charges. In case of default by any such party, the Developer shall have the right to recover the arrears along with interest as above stated from the buyer of the Flat/shop and/or from such occupier of the flat, without the prejudice to the right of the developer to disallow the buyer/occupier the use of facilities, as hereinabove provided.
- 15.12** It is also categorically agreed by the buyer that for the aforesaid purpose, the Buyer shall be deemed to have taken possession of the Flat on the 30th days of the Final Call notice offering him the possession of the Flat/shop, irrespective of the fact, whether or not, the buyer has taken the actual physical possession of the Flat.



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15.13 The Buyer hereby acknowledges have understanding and agreeing that he would be liable to pay maintenance charges/security deposit etc. calculated from the 30th days of the final call notice, as contemplated.

15.14 The contents of each Flat/Shop along with the connected structural part of the building shall be insured by the allottee/buyer at his/her their own cost against fire, earthquake, etc. The builder after handing over the possession of particular Flat//Shop shall in no way be responsible for safety, stability etc. of the structure. The allottee/buyer will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.

16. COMPLIANCE OF LAW

16.1 The Buyer agrees and undertakes to abide by all laws, byelaws, rules and regulations of the Awam Vikas Parishad , the U.P. Government, the Local Bodies/Competent Authorities etc. as applicable and shall be solely responsible/liable for all defaults, violations or breaches of any of the conditions or rules and regulations as may be applicable from time to time, for all purpose under this agreement.

17. TRANSFER/CHANGE OF NOMINEE

17.1 The Buyer shall not be entitled to transfer/assign his rights accrued under the present agreement to any third party or to get his/her name substituted by another person without prior written consent of the Developer, which consent may be given or denied by the developer in its sole discretion and shall be subject to applicable laws and notifications or any governmental directions as may be in force from time to time.

17.2 Further, the Developer may accord its consent to such transfer/substitution of name, subject to the condition that the administrative charges, as prescribed by the Developer in this regards, from time to time, will be paid by the Buyer to the Developer at the time of transfer/substitution of name. It is categorically stated and understood by the buyer that the intended transferee/nominee/assignee of the buyer shall be solely responsible and liable for all legal, monetary and other consequences, including and not limited to the liability/responsibility for payment of any stamp duty/penalty etc. applicable, if any, that may arise for the reason of such transfer/assignment/nomination and the developer shall have no direct or indirect involvement or responsibility in any manner, whatsoever, in this regard or otherwise only for the reason of having accorded its consent to the request of the buyer and charging of prescribed administrative charges in this regard.



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- 17.3** Any change in the name of the Flat/shop Buyer (including addition/deletion) as registered with the Developer will be deemed as transfer for this purpose, and shall be subject to the payment of administrative charges by the buyer.
- 17.4** Claims, if any, between transferor and transferee as a result of subsequent reduction/increase in the Super area of the Flat or its location or otherwise will be settled between transferor and transferee and the Developer will not be party to the arrangements between them, or be liable for the same in any manner. It will be the sole responsibility of the Buyer to also obtain permission of the competent Authority, required, if any, for the transfer of the Flat/shop and to pay such charges as may be levied for such transfer.
- 17.5** It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said flat/shop of complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent buyer/assignees of the said flat/shop, as the said obligations go along with the said flat/shop for all intents and purposes.

18. GENERAL RESTRICTIVE CONVENANTS

- 18.1** The Buyer shall not at any time demolish the said flat/shop or any part thereof make or cause to be made any addition/alteration of whatsoever nature in the Flat/Shop of any part thereof, without due permission from the concerned authority and/or Developer, chisel or in any manner do or allow to be done/caused any damage to the columns, beams, walls, slabs or RCC or structural components in the said Flat/Shop/Block or the unit or any part of the adjacent unit(s).
- 18.2** The Buyer shall not put up any name, sign board, neon sign, publicity or advertisement material, outside the said flat exposed to public view, He will be allowed to display his name, or any name he may give to his Flat, only at the places specified therefore and at no other place.
- 18.3** Apart from one cabinet in the flat in any one bedroom all other cabinets will be on chargeable basis. Approval from the buyer shall be sought at proper time.
- 18.4** No liquor or meat shop will be permissible and the same shall be mentioned in registry as well.
- 18.5** The Buyer shall not change the colour scheme of the outer or painting of the exterior side of the doors and window etc. or carry out any change in the exterior elevation or design.
- 18.6** The Buyer shall not display or exhibit to the public view any picture, poster statue or other articles.



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- 18.7** The Buyer shall not make or cause to be made any encroachment or obstruction in common areas/facilities, services and shall not cause any hindrance in any manner in the use and enjoyment of all common areas/facilities/services of the building/complex, by other occupants/users.
- 18.8** The Buyer shall not use or cause to be used any common area/facility/services for a purpose other than the respective intending uses.
- 18.9** The Buyer shall not make noise pollution by use of loudspeakers or otherwise, or throw away or accumulate rubbish, dust rags, garbage etc. anywhere in the Complex, save and except at areas/places specifically earmarked for the purpose.
- 18.10** The Buyer shall not use the flat or permit the same to use for any purpose other than Residential, or for any purpose, which may or is likely to cause nuisance or annoyance to the occupiers of other flats or for any illegal or immoral purpose.
- 18.11** The allottee/buyer shall, after taking over the possession, always comply with all the mandatory requirements and compliances as per the Ministry of Environmental Impact Assessment (EIA) norms, UP pollution Control Board/ Water Commission/ any other rules and regulation laid down by the State of UP or any other competent authority.

19. CLUB

- 19.1** In accordance with the development plan of the Complex, the Developer proposes to develop and run a club for the social activities of the residents in the complex.
- 19.2** The proposed social club in the complex shall be managed by the Developer or its Nominee(s). The Buyer shall have no right to interfere, in any manner in the management of the club.
- 19.3** In all eventualities, the ownership of the Club, its equipments, buildings, furniture and fixtures etc. and the title/rights/interest in the land underneath, shall always be that of the developer and continue to vest in the Developer, irrespective of the fact whether its management is with the Developer and or its nominee(s) or a third party appointed for the purpose.
- 19.4** The Buyer shall be enrolled as a member of the said club on the payment of prescribed membership charges and he shall be entitled to use the facilities provided by the club on payment of prescribed annual subscription charges and subject to the condition that he shall follow the rules and regulations framed by management of the Club and as applicable from time to time. The club membership charges are one-time payment for developing and providing club facilities and are non-refundable.



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- 19.5** On transfer of the flat by the buyer, the transferee shall be entitled to become a member of the club subject to his agreeing and abiding by the rules and regulations of the club as applicable and payment of annual subscription charges and further clearance of any arrears and dues payable by the transferor. The security deposit shall not be refundable to the transferor and the same shall continue to hold good for benefit of the transferee.

20. PAYMENT OF TAXES/STATUTORY DUES

- 20.1** The Buyer shall be solely liable and responsible to pay property tax and all other taxes including service tax, charges, assessments, and levies etc. by whatever name called, assessed or imposed by Municipal or other authorities, whether levied now or in future, in proportion to the super area of the Flat/shop irrespective of the fact that the Buyer has not been enjoying the benefit of the Flat/shop. If such charges are increased (including with retrospective effect) after the sale deed had been executed, then the proportionate increased charges shall be treated as unpaid sale price of the Flat/shop and the Developer shall have lien on the Flat for recovery of such charges.
- 20.2** Till such time that the flat is individually assessed to property tax and/or any other charges as aforesaid by the authorities, the Buyer shall be liable to pay to the Developer on demand, such taxes/charges, whether levied now or in future, on the land/buildings of the Complex in proportion to the Super area of the flat. Apportionment of such taxes, charges, levies by the Developer or its nominee(s) shall be conclusive and binding upon the buyer.
- 20.3** The buyer shall be liable for payment of electric/gas connection charges including meter installation charges, DG installation charges security deposit and the energizing charges at the time of possession as decided by the developer and also all charges for water and sewerage connection. The water, gas and electricity consumption charges shall also be borne and paid by the Buyer.
- 20.4** Further, if there is any service tax, trade tax and any additional levies, rates, taxes, charges, compensation to the farmers, cess and fees etc. as assessed and attributable to the builder as a consequence of any order of a competent court/ the government/ Awas Evam Vikas Parishad/ Statutory or other local authority(s), the said demand though issued to the builder, shall be the liability and responsibility of the allottee(s)/buyer(s) of the apartments who shall pay/reimburse the said demand immediately to the builder on intimation, in his/her/their proportionate share [in proportion as attributable to the allottee(s)/owner(s)].

21. LOAN

- 21.1** The Buyer hereby consents, authorizes and permits the Developer, to raise finance/loan from any Bank/Financial Institutions and for this purpose to create equitable mortgage



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against the construction or the proposed built up area or the land beneath the said complex subject to the flat being free of any encumbrances at the time of execution of the Sale Deed.

- 21.2** In case the Buyer wants to avail a loan facility from any bank/financial institution or from any other source, he may do so and the developer shall fully co-operate with the buyer in this regard. However, it is made clear that the Developer shall not be a party to the said loan/borrowing arrangement or any terms thereof and not be bound in any manner whatsoever. The Buyer shall ensure on his own for the sanction of loan, and disbursement thereof as per the payment schedule. The Buyer shall not be entitled to claim any relaxation or deviation in the payment plan on any ground including that the loan is not sanctioned to him or disbursement is getting delayed.

22. DEVELOPER'S INABILITY TO GIVE POSSESSION

- 22.1** In the event, if for any reason whatsoever, the whole or any part of the project is abandoned and/or the Flat/shop agreed to be sold herein is not constructed and/or for any other reason, the Developer is not in a position to give possession of the Flat/shop, it is clearly explained, understood and agreed by the buyer/allottee, he/she shall have no claim of any kind, whatsoever, against the Developer, and the agreement of the payment of the principal amount will refund in full as received from the allottee, without any interest thereon.

23. PIPED GAS SUPPLY/POWER BACK UP

- 23.1** Each flat shall be provided with piped gas supply, through a specially set-up network of pipes through IGL or any other gas agency, authority, subject to its technical feasibility or through any agency/authority. The cost/installation of setting up such network shall be borne by each of the flat owners on prorata basis, as and when demanded by the Developer. The buyer shall also have to pay for such connection as well as consumption charges for availing the said facility, as may be decided later on by the Developer.
- 23.2** The builder shall get single point electric connection for the complex from the Paschimanchal Vidyut Vitran Nigam Ltd. or any other concerned authority and the connection will be distributed through pre-paid system. The allottee/buyer will get the electric connection for the capacity, as decided by the builder at the time of offer of possession. For availing the facility of Power Back up, the buyer shall have to pay Rs. 25,000/- per KVA of power backup as required by him and activation/installation charges. The consumption charges shall also be payable additionally by the buyer on such rate as may be decided later on.

The maintenance charges, power back up charges, fixed charges for electricity and power back up, city level maintenance charges will be deducted through pre-paid electric meter system.



- 23.3** The buyer shall also pay proportionate charges for provisions of any other facility not specifically mentioned in this agreement as may be required by any authorities or considered appropriate by the Developer, including any increased charges for an existing facility as circumstances may warrant, for provision and maintenance of such facility/ies.

24. FOREIGN/NRI BUYER

- 24.1** The buyer, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act. 1999, or any statutory enactment/amendments, thereto; the rules and regulations of Reserve Bank of India and any other applicable laws in this regards.
- 24.2** It shall be the sole responsibility of the buyer to obtain all necessary and required permissions/approvals in respect of all remittances, acquisitions/transfer of the said flat/shop from RBI/Competent Authority.
- 24.3** The Developer will not be responsible or liable for any concealment or violation in this respect by the Buyer. The Buyer shall always keep the developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the buyer subsequent to the signing of this agreement, it shall be the sole responsibility of the buyer to intimate the same in writing to the developer/concerned authority immediately.

25. INDEMNITY

- 25.1** The Buyer shall abide by all the terms and conditions of this agreement and also fully comply with all applicable laws. The buyer shall always keep the developer indemnified and harmless against all such losses/damages; if any, which the developer may have to undergo/suffer because of any contravention or non-compliance of the terms of the present agreement or other applicable laws, rules/regulations or because of any neglect act, or an act of omission or commission on the part of the Buyer.

26. DISPUTES RESOLUTION

- 26.1** The clauses of this agreement shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of India.
- 26.2** All or any dispute arising out of or touching upon or in relation to the terms of this agreement, including the interpretation and validity of the terms thereof and the respective



rights and obligations of the parties to the agreement shall be settled by amicable conciliation.

26.3 Failing conciliation, all/any such disputes shall be settled through Arbitration, and be governed by the provision of the Arbitration and Conciliation Act, 1996/any statutory amendments/modifications thereto. The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Developer. The Buyer hereby agrees that he shall not raise any objection to such appointment. The arbitration proceedings shall be held at an appropriate location in Ghaziabad/New Delhi. The buyer categorically affirms having given his consent voluntarily and with free will for appointment of sole Arbitrator by and at the sole option of the developer.

26.4 The competent courts in the state of U.P. alone shall have the exclusive jurisdiction to adjudicate upon any matter concerning this agreement.

27. GENERAL

27.1 It is expressly agreed between the parties that the Buyer shall not be entitled to assail this Agreement on the ground of want of mutuality in case any stipulations herein are held to be lacking mutuality and shall abide by the agreement in all respects.

27.2 All written communications/notices required to be sent to any party shall be sent through Regd. A.D./Speed Post/Reliable courier at the address mentioned in the present agreement. Any change in the address of either party shall immediately be intimated by it to the other party, in writing, failing which the sending of the communications/notices etc. at the last known address; will be a sufficient compliance of the requirement and either party shall not be entitled to raise a plea that it did not received the communication due to change in address. In case, there are joint buyers all communication/notices, shall be sent by the developer to the buyer whose name appears first and the address given by him/her which shall for all purpose be considered as served on all buyers.

27.3 The Developer reserves the right to transfer the ownership of the said Complex, in whole or in part to any other entity such as partnership firm, body corporate, association or agency by way of transfer/sale or otherwise as may be decided by the Developer in its sole discretion and the Buyer agrees that he shall not raise any objection in this regard.

27.4 The allottee/ Buyer shall abide by all laws, rules and regulations of the Awas Evam Vikas Parishad/Local bodies/ State Govt. of U.P. and of the proposed Body Corporate, Association of the Buyers (as and when formed and till then as prescribed by the Builder), and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations, if any, after the completion of the complex. The apartment/flat shall be used for the residential purposes for which it is allotted.



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- 27.5** The Allottee/Buyer consents that for repairing any damages in the toilets/bathroom/any other portion of the other apartment/flat/shop caused due to his negligence or willful act. The allottee/buyer will be responsible for any damage to any equipment in the complex e.g. lift, firefighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or willful act.
- 27.6** No delay or indulgence by the Developer in enforcing any of his rights/terms of this agreement or any forbearance or giving of time to the buyer shall be construed as a waiver of its rights on the part of the developer. Any breach or non-compliance of any term or condition of this agreement by the buyer shall not prejudice the rights of the Developer.
- 27.7** The buyer covenants to do all acts, and things and sign and execute all other documents and papers as shall be incidental to the due carrying out the performance of the terms of this Agreement and for safeguarding the interests of the developer and buyers of other flats/units/ apartments/shop in the building/complex as the developer may require him to do and execute from time to time.
- 27.8** This Agreement is the only agreement touching upon the booking of flat/shop by the buyer/allottee and supersedes any other previous agreement or arrangement whether written or oral, if any between the parties and variation in any of the terms hereof, except under the signature of the authorized signatory of the Company, shall not be binding on the Company.
- 27.9** For all intents and purposes of this agreement, singular includes plural and masculine gender includes the feminine gender. These expressions shall also be deemed to have been modified and read suitably whenever the buyer is Joint Stock Company or any other body corporate or organization or an association.
- 27.10** The buyer confirms that he has read and understood the each and every clause of this Agreement; clearly understood the legal implications thereof and has executed this Agreement being fully conscious of his/her/its rights and obligations and the limitations of the Developer and the buyer undertakes to faithfully abide by all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED, SIGNED AND DELIVERED THESE PRESENTS ON THE DATE AND PLACE WRITTEN FIRST ABOVE, IN THE PRESENCE OF THE WITNESSES HERETO.

For and on behalf of

M/s Madhav Mukund Promoters Pvt Ltd.

COMPANY

BUYER(S)

ALLOTTEE



*SUKH SAGAR
COMPLEX*

(Developer)

(Authorized Signatory)

WITNESSES:

1) Signature _____

Name _____

Address _____

2) Signature _____

Name _____

Address _____

COMPANY

ALLOTTEE



*SUKH SAGAR
COMPLEX*

ENDORSEMANT

COMPANY

ALLOTTEE