

BUILDER BUYER AGREEMENT

THIS AGREEMENT is made at Uttar Pradesh on TH day of _____ 2014.

BETWEEN

Elegant Infracon Pvt. Ltd., a Company duly constituted and registered under Companies Act, 1956, having its site office at **PLOT NO. –C.P. - GH-05C, Techzone-IV, Greater Noida (West)** hereinafter referred to as the **Developer** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest, assigns and legal representatives) through its director/authorized signatory, **SH. ABHAY KUMAR** of the **FIRST PARTY**.

AND

MR. _____ **S/O MR. Applicant and MR./MRS.** _____ **S/O/ W/O**
MR./MRS. _____ **Co-Applicant** having residence address
_____ (hereinafter referred to
as the **“SECOND PARTY”** which expression shall, unless it be repugnant to the context or
meaning thereof, be deemed to include his/her administrators, executors, successors &
assigns) of the **SECOND PARTY**.

DEVELOPER'S REPRESENTATIONS:

- A. WHEREAS ELEGANT INFRACON PVT. LTD.** (hereinafter referred to as 'Company') has acquired the plot of land admeasuring 14,590 Sq. Mtr. being Plot No. C.P.-GH-05C situated in Techzone-IV, Greater Noida, U.P. (hereinafter referred to as 'said Plot') on lease for a period of 90 years from Greater Noida Authority under a Lease Deed dated 10/07/2013 which has duly been registered with the office of Sub-Registrar, Greater Noida and has taken physical possession of the said Plot from Greater Noida Authority and obtained sanctioned plan and all permissions from the Greater Noida Authority.
- B. AND WHEREAS** the Developer shall develop the said Plot of Land by constructing thereon a Group Housing complex known as "**ELEGANT SPLENDOUR**" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities. The developer intends to carry the development/construction of the complex in different phases and shall allot the flats to the intending buyers.

ALLOTTEE'S REPRESENTATIONS:

- A. AND WHEREAS** the Allottee has represented that he has applied for allotment of said Flat with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said Complex named as "**Elegant Splendour**", and has satisfied himself in respect of ownership title of the property.
- B. AND WHEREAS** the Allottee has seen the relevant documents/papers pertaining to the said Complex and is fully satisfied that the title in the plot of the Land of the said Complex and the Developer has right and authority of marketing the said Complex and to sell/sub-lease the Flat to the Allottee. The Allottee has seen and understood the plans, designs, and specifications of the said Flat and the said Complex and is willing to purchase the said Flat.
- C. AND WHEREAS** the Allottee has fully satisfied himself as to the right/title of the Developer over the plot of land, building plans and all other documents relating to the title, competency and other relevant details and has read the contents, development plan for project and facilities and terms and conditions of the allotment letter issued by Greater New Okhla Industrial Development Authority in favour of the Developer. The Allottee has confirmed to the Developer that he is entering into this Agreement with full knowledge of all the terms and conditions contained in this Agreement and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

AND WHEREAS the Developer and the allottee relying on the confirmations, representations and assurances of each other and to faithfully abide by all the terms, conditions, obligations and stipulations contained in this Agreement are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS the Allottee has agreed to the terms and conditions as set out in the Application for the allotment of a Residential Flat with/without Parking Space details of which are **given as under: -**

We are now pleased to allot you a residential unit in **Elegant Splendour, Plot No.- C.P.-GH-05C, Techzone-IV, Greater Noida (West)**, as per details below, vide allotment of Unit bearing No
" _____ "

This allotment is subject to the terms and conditions of the Agreement detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale documents. This cancels all previous allotment certificate and agreement issued against this allotment. You are requested to quote the allotment number in all future communication with us.

UNIT DETAILS

Unit No: _____

Floors: _____

Type: _____

Tower/Block: “__”

Super Area: _____ sq. ft.

Car Parking No.: As per sanctioned plan

PAYABLE CHARGES

Basic Sale Price	Rs.	/-
Car Parking Covered	Rs.	/-
Preferential Location Charges	Rs.	/-
I. F. M. S.	Rs.	/-
Lease Rent	Rs.	/-
Dual Meter	Rs.	/-
Other Charges	Rs.	/-
External Electrification Charges (EEC)	Rs.	/-
Fire Fighting Charges (FFC)	Rs.	/-
Power Backup Charges (1 KVA)	Rs.	/-
Club Member Charges	Rs.	/-
Light, Fan Fitting	Rs.	/-
Total Cost of the Flat/ Unit	Rs.	/-

(Note: Service Tax extra applicable as per Government Norms)

Booking Amount:

Rs. /- (Rupees _____ Only)

PAYMENT PLAN: (See Annexure-A)

Allottee/s (Signature)

M/s Elegant Infracon Pvt. Ltd.

(Authorized Signatory)

AGREEMENT

This forms is a part of the Agreement made on this ____th day of _____ 2014 entered into between **M/S ELEGANT INFRACON PRIVATE LIMITED** (FIRST PARTY or DEVELOPER) AND **MR./MRS. _____ S/O/ W/O MR./MRS. _____ Applicant and MR./MRS. _____ S/O/ W/O MR./MRS. _____ Co-Applicant** having residence address _____ (SECOND PARTY/ALLOTEES) FOR SUB-LEASE OF UNIT NO. “_____” in **Elegant Splendour, PLOT NO. – C.P.-GH-05C, Techzone-IV, Greater Noida (West).**

M/s Elegant Infracon Private Limited

Allottee/s

Authorized Signatory

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

1. That the Developer hereby agrees to lease/transfer the Flat and the Allottee hereby agrees to purchase the Flat as described in this Agreement in the said Complex as per the plans and specifications indicated in the **Annexure B, Annexure C** and accepted by him for a basic sale price plus other additional charges as applicable and described in this Agreement in respect of the said Flat.
2. That the Allottee hereby agrees to pay to the Developer the Basic Sale Price and other development /preferential charges/ additional charges as per the payment plan opted by the Allottee and as explained to Allottee. The total price mentioned in the application is inclusive of cost of providing electric wiring and switches in the said flat however the total price does not include the cost of electric fittings, fixture, electric and water meters etc. which shall be got installed by allottee at his own cost.
3. That the Allottee hereby agrees that he shall pay the price of the said Flat and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Complex The Super Area of the said Flat means the covered area of the said 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 said Flat and Common areas shall mean all such parts / areas in the entire said Complex which the Allottee shall use by sharing with other occupants of the said Complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to, lift area, machine/pumping set room, security /fire control rooms, maintenance offices / stores, guards Cabin etc., if provided.
4. That both the parties have agreed that the cost of development and construction of the said Flat is escalation-free. The allottee hereby agrees to pay due to increase in Flat area, any increase or additional Govt. land rates, taxes, cess, etc., that may be levied or imposed by the Govt. /GNIDA to pay by the second party.

5. That it is further understood and agreed by the Allottee that the area of the said Flat given in this Agreement is subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Developer which may result in change (decrease/increase) in the area of the said Flat, change in its dimensions, size, number, etc. In case of increase the Allottee agrees to pay for the increased area at booking rate. In case of decrease of the allotted area of the said Flat, the amount received in excess over and above of the total cost of the said Flat based on the changed area, shall be refunded/adjusted (as the case may be) by the Developer to the Allottee.
6. That it is agreed by the parties, that the Fire Fighting Equipment and / or preventive measures in the common area of the Complex have been provided as per the existing Fire Fighting Code/Regulations as contained in national Building code, however if required by any law/ byelaw, order or directions or due to any subsequent legislation/Government orders, additional fire safety measures are undertaken, the Allottee agrees to pay for the additional expenditure on pro rata basis.
7. That the Developer is responsible for providing internal development within the said Complex which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as trunk water and sewer lines, storm water drains, roads, electricity, horticulture etc., are to be provided by the Govt. or the concerned authority up to the periphery of the said Complex.
8. (A) That the allottee agrees and confirms that the developer may carry development/construction of entire Complex in different phases falling outside the building in which the said flat may be located and the allottee 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 suffered by the allottee due to such development/construction activity or incidental/ related activities.
(B) That the developer have the right to develop and build the area on the terrace in case of any changes in the FAR and carry out construction of further height in towers or can place extra tower in the eventuality of such change in the FAR. The allottee(s) shall have no right to object to the same.
9. That it is an essential condition of this agreement that the said Flat shall always be used only for the purpose it has been allotted. Any change in the specified use, which is not in consonance with the use 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 take appropriate action within the ambit of the law.
10. That the Allottee hereby agrees to make all the payments within time as per the terms of Schedule of Payments from time to time without any reminders from the Developer through A/c Payee Cheque(s)/Demand Draft(s) in favor of **"Elegant Infracon Private Limited,"** payable at Delhi/Noida.
11. That the Allottee hereby agrees that out of the amount paid/payable for the said Flat allotted to him, the Developer shall treat 10% of Basic Sale Price as earnest money to ensure fulfillment of all the terms and conditions by the Allottee, as contained in the Agreement. In case the allottee intends to cancel the flat the developer shall deduct cancellation charges as per company norms, however in the event of transfer of the flat before execution of Lease/transfer deed, charges will be applicable as per company norms.
12. That the timely payment of installments indicated in the payment schedule is the essence of this agreement. If any installment as per the schedule is not paid when it becomes due the developer shall charge interest at the rate of 18% p.a. If the allottee defaults in making payment of the outstanding amount for three consecutive months (applicable only one time), the allotment shall automatically stand cancelled without any prior notice to the allottee and the allottee thereafter shall have no charge, lien, interest, right or any other claim on the said flat and the developer shall refund the amount paid over and above the earnest money, if any, without any interest after re-allotment of the said Flat and after compliance of certain formalities by the Allottee.

13. That the Allottee, if resident outside India, is/are 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 amendments.
14. That the Developer is authorized to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivable of the said land and the flats and the Allottee will have no objection in this regard. However, such mortgage, if created will be got vacated and redeemed before execution of sub-lease deed and handing over the possession of the said Flat to the Allottee.
15. That it is agreed by and between the Parties that unless a Sub Lease Deed/ Transfer Deed is executed and registered, the Developer shall not part away with the possession of the flat to the Allottee.
16. That the Allottee shall be entitled to use and enjoy the common areas and facilities within the said complex along with all the occupants/allottees. However, such generally common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the respective allottee.
17. That the Allottee further agrees that the reserved covered parking space has been allotted together with the said Flat and the same shall not have independent legal entity detached from the said Flat. The Allottee undertakes not to sell/transfer the reserved covered parking space independent of the said Flat. The allottee may apply for additional parking space, which may be allotted subject to availability and at the prevailing rate. The Allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the said Land.
18. (a) That the Developer shall complete the development/construction of the Flat by 36 months and within an extended period of 6 months thereof from the date of agreement. The completion date is subject to force majeure conditions and/or subject to any other reasons beyond the control of the Developer. No claim by way of damages/compensation shall lie against the Developer in case of delay in handing over the possession on account of any of the aforesaid reasons and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the said Flat to the Allottee.

(b) That the Developer shall after completion of the flat shall intimate the allottee to take over the possession of the flat within thirty days thereof. The Allottee shall within the stipulated time, take the possession of said Flat from the Developer by executing lease deed and necessary indemnities, undertakings and such other documentation as the Developer may prescribe. The Stamp Duty, registration fee and other charges for execution and registration of Lease Deed or any other documents shall be payable by the Allottee. The Allottee will be entitled to possession of the said Flat only after lease deed of the flat is executed and duly registered with the concerned Registrar office. The Allottee after taking possession of the said 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 said flat or for any reason whatsoever. If the Allottee fails to take over the said Flat as aforesaid within the time limit, the Allottee shall pay to the Developer holding charges at the rate of Rs. 5/- (Rs. Five Only) per sq. ft. of the super built-up area of the said flat along with the minimum applicable maintenance charges.

(c) In case of delay in construction of the said Flat for reasons other than force majeure or beyond control of developer, the Developer shall pay a sum at the rate upto Rs. 5/- (Rs. Five only) per sq. ft. of Super area per month for the delayed period, which shall include of any/all damages, compensation, claims for delayed possession. . It will be paid by the developer, if allottee has made all payment on time.

- (d) That the Allottee shall, after taking possession of the said 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 sold to the Allottee.
19. The Allottee shall not at make any additions or alterations in the said flat of whatever nature which may affect the other Flat or common areas and the structure of the complex. The Allottee 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 of the Flat shall remain with the Developer unless allotted against consideration. No further construction/modification is permissible to the Allottee anywhere in the flat including over the roof / terrace of the said Flat.
20. (A) That in order to provide necessary maintenance services, the Developer may, upon the completion of the said Complex, hand over the maintenance of the said 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 maintenance, upkeep, repairs, lighting, security 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 Allottee shall be liable to make payment of such cost to the Developer or maintenance agency. In case of failure of Allottee to make payment of maintenance charges within stipulated period, interest at the rate of 18% per annum, shall be charged to the Allottee.
- (B) That the Allottee hereby agrees to keep with the Developer an Interest Free Maintenance Security (IFMS) Deposit towards payment of maintenance charges in order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance bills and other charges as raised by the maintenance agency. The Allottee further agrees to deposit the said Interest Free Maintenance Security as per the schedule of payment given in this Agreement and to always keep it deposited with the Developer or its nominee/maintenance agency. A separate maintenance Agreement between the Allottee and the Developer/maintenance agency will be executed at the time of possession. The Developer shall transfer the IFMS to Association of Flat owners after adjusting there-from any outstanding maintenance bills at the time of handing over of maintenance to the Association of Flat Owners.
- (C) That the Developer or Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the said 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 Allottee Developer or 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 said Flat /Building/Complex and the Allottee hereby agrees that such actions of the Developer/Maintenance Agency is fair and reasonable and he undertakes to not to raise any objection to such action.
21. That the Developer shall have the first lien and charge on the said Flat, in the event of the Allottee parting with any interest therein, for all its dues that may become due and payable by the Allottee to the Developer under this Agreement.
22. That the terms and conditions contained herein shall be binding on the Occupier of the said Flat and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise.
23. That if the Developer or the Maintenance Agency decides to apply for and thereafter receives permission from such body/ Commission/ Regulatory/ Licensing Authority constituted by the State Government for such purpose, to receive and distribute bulk supply of electrical energy in the said complex, then the terms contained under the agreement shall apply to such distribution. The bill for such supply of electricity shall be generated by the Developer or nominated agency on a monthly basis and shall be paid by the Allottee within 7 days thereof.

24. That in case the allottee wants to avail loan facility from financing bodies or his employer to facilities the purchase of the flat, the developer shall facilitate the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the allottee only. The responsibility of getting loan sanctioned and disbursed as per the developer payment schedule will rest exclusively on the allottee.
25. 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 conform 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 circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.
26. That the Allottee shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the Application Form for allotment of the said Flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid. In case of joint Allottee, all communication sent by the Developer to the first Allottee shall be sufficient. All letters, receipts, and/or notices issued by the Developer or its nominees and dispatched by Registered Post to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.
27. That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably whenever Allottee is a joint stock Developer, a or any other body corporate or organization or an association.
28. That, if at any stage this document requires to be registered under any law or necessity, the Allottee binds himself and agrees to register the same through the Developer in his favour at his own cost and expenses and to keep the Developer fully absolved and indemnified in this connection.
29. All or any dispute arising out of or touching upon any term(s) of this Agreement 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 failing which the same shall be settled through Arbitration. 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 New Delhi/Delhi. Subject to the Arbitration, the courts at Gautam Budh Nagar shall have the jurisdiction in all matters arising out of / or touching upon any of the terms and condition of this Agreement.

IN WITNESSES WHEREOF the parties hereto 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, EXECUTED & DELIVERED BY

(i) **FLAT ALLOTTEE (Applicant)**

ELEGANT INFRACON PVT. LTD.

Signature: _____

(ii) **FLAT ALLOTTEE (Co-Applciant)**

(Authorised Signatory)

Signature: _____

WITNESSES:

1. Name: _____

2. Name: _____

Address: _____

Address: _____

PAYMENT SCHEDULE**PLAN – A (DOWN PAYMENT PLAN)**

Booking Amount Recd. on.....Rs..... (10 % of Basic Sale Price + PLC)

First Installment due within 30 days ...Rs..... (85 % of Basic Sale Price+ PLC)

Second Installment on possessionRs (5 % of Basic Sale Price+ PLC)+Other Charges

Total Rs.....

OR**PLAN – B (FLEXI PAYMENT PLAN)**

At the time of Booking	10% of BSP
Within 30 days of Booking	10% of BSP
On Excavation of Project	30% of BSP
Ground Floor Casting	10% of BSP + 40% (PLC + Additional Charges)
On Fourth Floor Casting	10% of BSP + 30% (PLC + Additional Charges)
On Eight Floor Casting	10% of BSP+ 30% (PLC + Additional Charges)
On Twelveth Floor Casting	10% of BSP
On Top Floor Casting	5% of BSP
Start On Finishing	5% of BSP
On Possession	Other Charges (If any)

OR**PLAN C (CONSTRUCTION LINKED PAYMENT PLAN)**

At The Time of Booking	10% of BSP
Within 30 Days from Booking	10% of BSP
On Excavation of Project	10% of BSP
On Ground Floor Casting	10% of BSP + (40% PLC & Additional Charges)
On 4 th Floor Casting	10% of BSP + (30% PLC & Additional Charges)
On 8 th Floor Casting	10% of BSP + (30% PLC & Additional Charges)
On 12 th Floor Casting	10% of BSP
On Top Floor Casting	10% of BSP
On Brick Work and Plaster	10% of BSP
On Finishing	5% of BSP
On Possession	5% + Other Charges (If Any)

SPECIFICATIONS

Location/Area	Floors	Fixtures & Fittings	Walls	Woodwork
Living Room	Vitrified Tiles	Modular switches/ sockets, Telephone Cable TV	Designer concept walls in . combination with Acrylic emulsion paint, Designer POP ceiling with cornice	
Dining Room				
Bedroom	Vitrified Tiles with Tile Skirting	Modular switches/ sockets, Telephone Cable TV		
Master Bedroom	Laminated Wooden Flooring with Skirting	Modular switches/ sockets, Telephone, Cable TV & Internet socket		
Toilets	Anti-skid Ceramic Tiles	Branded Sanitary Chinaware, Branded Chrome Plated Fixtures and Green Marble Counter	Tiles upto 7' Level all around	
Kitchen	Anti-skid Ceramic Tiles	Granite Counter, Double bowl Stainless steel sink with single drain board.	Tiles upto 2' above working counter	Complete Wood Work upto the Counter
Balconies	Ceramic Tiles with Skirting	M.S Tube/ Solid & Concrete tailing	Weather Proof Paint	
Staircase	Kota Stone/Tiles	M.S Tube/ Solid & Concrete railing	Lime Wash	
Lobby/Corridors	Patterned Flooring (Green Marble/ Tiles)		Green Marble Lift Facia	
Power Backup	100 % Power backup for all apartments (on demand) and common areas			
Structure	Earthquake Resistant RCC Framed Structure			
External Facade	Permanent Finish			

Floor Plan of the Allotted Flat

DRAFT COPY