

# ALLOTMENT LETTER

## AGREEMENT TO SELL

This Agreement to sell is made at ..... on this ..... day of ..... , 2014

### BY AND BETWEEN

**SMV Agencies Private Limited** (a company registered under Indian Companies Act, 1956), having its head office at Jaipuria Sunrise Plaza, 12A, Ahinsa Khand, Indipuram, Ghaziabad-201010 (which expression shall include its Consortium members, assigns, successors etc. unless the subject and context requires otherwise) through its authorised representative Mr./Ms. ..... S/W/D of Shri ..... Resident of ..... hereinafter called **FIRST PARTY / SELLER**.

### AND

Sh./Smt. ..... S/D/W/o Sh./Smt. ....

....., Resident of ..... ,

(2)\* Sh./Smt. ..... S/D/W/o Sh./Smt. ....

....., Resident of ..... ,

(3)\* Sh./Smt. ..... S/D/W/o Sh./Smt. ....

....., Resident of ..... ,

\* to be filled up in case of Joint Buyers.

(Hereinafter referred to as the **SECOND PARTY/BUYER** which expression shall include his/their heirs, executors, assigns etc. unless the subject or context requires otherwise) of the Other Part.

Wherever the Buyer is a female, the expression 'he', 'him', himself etc. in this Agreement in relation to the Buyer shall be read and construed as 'she', 'her' and 'herself' etc. These expressions shall be deemed as modified and read suitably whenever the Buyer is a Joint Stock Company, body corporate or a firm or an association of persons.

Jaipuria's  
**Sunrise Green**  
NH - 24, GHAZIABAD  
Live Your dream

Company

Address/

## **REitals**

A. Whereas under the leadership of SMV Agencies Pvt. Ltd. (the Seller ) a consortium was formed by a registered consortium agreement, consisting of its associate companies Inter-alla Jaipuria Advance Technologies Pvt. Ltd., Jaipuria Cosm etics Pvt. Ltd., Vibhu Drinls Pvt. Ltd., Jaipuria Leo Software & technology Pvt. Ltd., Banke Bihari Infrastructure Pvt. Ltd., Steel City Beverages Pvt. Ltd., Riskfree Traders Pvt. Ltd., Nagpur Frozen Foods Pvt. Ltd., Sreeam Drinls Pvt. Ltd., Rushabh Marketing Pvt. Ltd., Universal Drinls Pvt. Ltd., Hyderabad Beverages Pvt. Ltd., Sunya Vaibhav Developers Pvt. Ltd., Jaipuria Durabull Pvt. Ltd., SMV Realtors Pvt. Ltd., Jaipuria Infrastructure Developers Pvt. Ltd., and Jaipuria Town Planners Pvt. Ltd. as constituent companies who purchased several pieces of land in revenue Village Shahpur, Barnheta, Pargana Daska, Tehsil and District Ghaziabad, under various Sale Deeds duly registered with the office of Sub-Registrar-I, Ghaziabad with a view to develop the entire lands and to set up and develop thereon a Housing Scheme / Township in consonance with the policy of Government of Uttar Pradesh and under which GDA has issued a Registration Certificate to M/s SMV Agencies Pvt. Ltd. as a Private Developer for the purpose of land assembly, infrastructure developments and construction works for Housing scheme / Township within the Ghaziabad Planning Area.

B. Whereas SMV Agencies Pvt. Ltd., the seller company, who is the Lead Member of the Consortium as well as a registered Private Developer and having license from the Ghaziabad Development Authority, has received approvals from the Ghaziabad Development Authority (hereinafter referred to as 'GDA') and other statutory and competent authorities to develop an Integrated Township (known as 'Jaipuria's Sunrise Greens') at village Shahpur Barnheta Pargana Daska Tehsil & District Ghaziabad, vide Licence No. T.H. Ghaziabad / 04 issued under reference No. 142/Niyojan/06 dated 29/5/2006, 'Detailed Project Report' (DPR) approval vide reference no. 116/Niyojan/06, dated 29/11/2006, and Site Plan approved vide ref. no. 389/MP/2010, dated 07/12/2010, all issued and granted by GDA.

C. Whereas the seller company (lead member) and members of the consortium have entered into arrangements to carve out, and sell plot of different sizes and dimensions, and to realise the sale price from the intending buyers; and the seller company has laid out plots of different sizes in the integrated township.

D. Whereas the seller / first party is the owner and in absolute possession of 'a vacant residential plot' Number. \_\_\_\_\_ area measuring \_\_\_\_\_ sq. yards, that is approx. \_\_\_\_\_ Sq. meters, situated at Jaipuria's Sunrise Greens, situated in the village Shahpur Barnheta, Pargana Daska Tehsil and District Ghaziabad, and otherwise well and sufficiently entitled to sell, transfer and convey the ownership of the 'said plot' of land forming part of the approved layout plan of the township.

E. Whereas the Lead Member and Consortium Companies are all acting through authorised Signatory, Mr./Ms. \_\_\_\_\_, S/W/D of Sh. \_\_\_\_\_ authorised vide their resolutions all dated \_\_\_\_\_/\_\_\_\_/\_\_\_\_, passed by Board of Directors of the said companies.

F. And whereas the seller has obtained necessary Board Resolutions, duly passed at the meeting of Board of Directors of the Associate / Consortium companies, authorizing the seller to realize the price from the buyer and to execute the necessary documents of transfer in respect of the plot as stated above and to deliver possession.

G. Whereas the Detailed Project Report (D.P.R.) and Site Plan of the Township of the Vendor have been sanctioned by the Ghaziabad Development Authority and the seller company in full compliance with all terms of the licenses, sanctions and permissions granted by GDA and competent authorities has developed "Jaipuria's Sunrise Greens" with aforesaid plot according to site plan sanctioned by the Ghaziabad Development Authority.

H. And whereas the 'seller' pursuant to the aforesaid is executing this Agreement to sell the 'said plot' in favor of the 'Buyer'.

## **NOW THIS AGREEMENT TO SELL WITNESSES AS UNDER:-**

### **1. PAYMENTS**

That the Seller agrees to sell and the Buyer agrees to purchase Plot No. \_\_\_\_\_ Type \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. yards approx. ( \_\_\_\_\_ sq. mtrs approx) in "JAIPURIA'S SUNRISE GREENS", situated in and around Village Shahpur Barnheta, Distt. Ghaziabad, Uttar Pradesh, NH-24, as per details below:-

Sl no	ITEM DESCRIPTION	Rate @ per square yard / Lum sum -	Total for plot area -
<b>TOTAL BASIC SALE CONSIDERATION</b>			
1	Basic Sale Price		
2	Preferential Location Charges (PLC)	As applicable	
3	External development charges (EDC)	2,980	
	<b>Total Basic Sale Consideration:-</b>		
	<b>Amount Received</b>		

(a) **Payment of Total Basic Sale Consideration:** Total Basic Sale Consideration comprises of Basic Sale Price, Preferential Location Charges and External Development Charges. Payment schedule of total sale consideration is mentioned in annexure A.

(b) **Payment of Other Charges:** That the Buyer has understood and agrees to pay all other charges such as Infrastructure / Area Development Charges (ADC), City Development Charges (CDC), External Electrification and Connectivity charges, Metro Cess, as may be applicable before taking permissive possession of the said plot.

(c) Apart from the above if any other services are provided by any Government or local authority for any bigger zone, or on account of any city level special infrastructure projects provided by any competent authority and any charge(s), including Metro Cess, is levied therefrom and/or any other charges, including but not limited to external electrical connectivity charges, are levied in any respect, or due to any increase in the amount of external development charges; all such sums as demanded shall also be payable in addition to the Aforesaid price of the plot and be paid pro-rata by the Buyer to the seller on demand. A provision to this effect shall be incorporated in the sale / conveyance deed to be executed by the Seller in favour of the Buyer and shall be binding upon the Buyer.

b. The Seller shall have the first lien and charge on the said Plot in the event of the Buyer parting with any interest for all its dues and/or that may hereafter become due and payable by the Buyer to the Seller under this Agreement. Similarly, the Maintenance Service provider shall have the second charge on the said plot for all its dues and other sums payable by the buyer.

#### **16. ABIDING WITH LAWS/INDEMNITY**

- a. The Buyer shall abide by all Laws, Byelaws, Rules and Regulations of Ghaziabad Development Authority / Local bodies and shall be responsible for all deviations, violations or breach of any of the conditions of Rules and Regulations as are applicable or made applicable in future in respect of the development of the project and for construction on the residential plot and the buyer(s) shall keep the Seller / Consortium members indemnified, secure and harmless against all cost consequences and damages arising on account of non-compliance with the said requirement, requisitions, demands and repairs from the date of notice. Any taxes, levies or charges coming into force or imposed thereafter on the Seller / Consortium members as a result of any legal claim, rule or notification, shall also be reimbursed by the Buyer(s) to the Seller / consortium members which shall be payable on demand.
- b. The Buyer, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act 1999, and other applicable laws including that of remittance of payment(s) for acquisition of property and for submission of any documents/declarations etc. as may be prescribed.
- c. The Buyer(s) has represented and warranted to the Developer/Consortium members that he is legally competent and have power and authority to enter into and perform this Agreement.
- d. The Buyer shall use the Plot for the residential purpose only and no other purpose and also as specified by the GDA in its License and/or its Zoning plans/Master plan, guidelines, etc. The Buyer shall indemnify and keep the Seller, its agents, representatives, estate and effect indemnified and harmless against the payment and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said

covenants and conditions by the Buyer as mentioned in the Application form and Allotment letter.

e. **KNOWLEDGE OF ALL APPLICABLE LAWS:** The Buyer has entered into this Agreement with full knowledge and subject to all the laws and notifications and rules applicable to this township and the terms and conditions contained in the application for allotment and those contained herein.

## 17. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to or in connection with this Agreement, or the breach, termination or validity hereof shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as in force (the "Arbitration Act") by reference to a sole arbitrator, appointed by the Seller only.

## 18. JURISDICTION

Any disputes arising out of this Agreement shall be subject to jurisdiction of Delhi Courts only.

## 19. RESILIARY CLAUSES

a. That none of the Seller/Consortium member's agents, organizers or employees have got any authority to add, alter, change, delete, vary or qualify in any way any of the terms and conditions mentioned in this Agreement and the SELLER/Consortium members is not bound by any verbal assurances or commitments made by any employee(s) / agent of the Seller/Consortium members or anybody else except that which is reduced to writing and signed by a Authorized Signatory of the Seller/Consortium members.

b. That this Agreement constitutes the entire agreement between the parties and supersedes all previous arrangements, averments, representations whether direct or indirect or through any means of mass media between the parties concerning the matters as are mentioned herein whether oral, written or implied.

c. **Force Majeure:** That the compliance hereof, by the Seller/Consortium members, of the terms and conditions of this Agreement shall be subject to Force Majeure circumstances, such as act of God, fire, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage, or general shortage of energy, labour equipment, facilities, material or supplies, failure of transportation, strike, lock-outs, action of labour union, change of Law, other cause not within and beyond the reasonable control of the Developer/Consortium members

Developer/Consortium members

COMPANY

ALLOTEE/S

WITNESS

Company

Allottee/s

Company

Allottee/s