

VILLA / APARTMENT BUYER AGREEMENT

THIS AGREEMENT is made and executed at _____ on this ____ day of _____ 2018.

BY AND BETWEEN

M/S SNG DEVELOPERS LTD., a Company registered under the Companies Act, 1956 having its

DEVELOPER

1

ALLOTTEE

registered office at 112, Indraprakash, 21, Barakhamba Road, New Delhi-110001 (hereinafter referred to as " **DEVELOPER**") through its Authorized Signatory _____, authorized vide Board of Resolution dated _____, of which expression shall unless repugnant to the subject or context mean and include its successors, assigns, administrators and subsequent transferee of the ONE PART;

Asheesh Kumar Singh R/o 76 Chobey Ji Ka Bagh, Firozabad called 'POWER OF ATTORNEY HOLDER' of the land owners.

AND

_____an inhabitant, residing at _____

hereinafter called the "Allottee"(s) (which expression shall unless it be repugnant to the context or meaning thereof mean and include his / their /its legal heirs, executors, administrators, successors and permitted assigns in case of partnership firm partner for the time being of the said firm, the survivors or survivor of them, the heirs, executors and administrators of the last surviving partner and their, his or her successors and permitted assigns

WHEREAS: -

A. The Developer have represented as follows:

M/s SNG Developers Ltd has developed the said land by their own sources therefore in consideration of said development they will sign the sale deed and agreement in the capacity of developer.

I. AND WHEREAS "SNG" is the Developer and is having the development rights of the land measuring 1.9738 Hectares in revenue estate of Mauja, Doukeli, Tehsil & District Firozabad, in the State of Uttar Pradesh vide the Development Agreement & POA dated 30th. Aug. 2007 executed between M/s Venus Satiata Vehicles Services Pvt. Ltd. having its registered office at 112, Indraprakash, 21, Barakhamba Road, New Delhi-110001 and M/S SNG Developers Ltd. also having its registered office at 112, Indraprakash, 21, Barakhamba Road, New Delhi-110001.

II. AND WHEREAS the Developer has agreed to develop the entire land measuring 1.9738 Hectares as a Proposed Residential Project after obtaining all necessary approvals and permissions.

III. AND WHEREAS the Venus Satiata Vehicles Pvt. Ltd. have obtained the licence from The Firozabad-Shikohabad Development Authority (hereinafter called the Authority), Firozabad vide approval letter No. 555/ Vi. Pra.-Drawing/ dated 19/09/2008 (hereinafter referred to as "License") for developing the said Land as a Proposed Residential Project under the provisions of Uttar Pradesh Town and Country Planning and Development Act, 1973, have subsequently got the "Unit Plan" sanctioned from the Firozabad-Shikohabad Development Authority.

IV. AND WHEREAS the Developer have commenced construction of the said Residential Project on the said land under the name and style of "Anandlok" by constructing different categories of Villas / Apartments and also constructing a Commercial Complex as sanctioned by the competent authority and hereinafter referred to as the said Project.

V. The Developer has allowed the Allottee (s) the inspection of the site, building plans, the types of Villa / apartments and their sizes, Ownership record, various agreements /arrangements with

various contractors / associates / subsidiary / group Developer in respect of the said Land and other documents relating to the title, competency & all other relevant details to the satisfaction of the Allottee (s); and the Allottee has fully satisfied himself in all respects with regards to the right and authority of the Developer to enter into this Agreement.

VI. The title of the Villa / apartment under sale would be conveyed in favor of the Allottee (s) free from all encumbrances by the Developer along with undivided share of the land underneath the said Villa / apartment, which is under development, in accordance with the terms of this Agreement.

B. The Allottee (s) has represented as follows:-

I. a) The Allottee (s) after fully satisfying himself/herself/itself/themselves with the stated facts has applied to the Developer for allotment of a Residential _____, vide Application dated _____ (hereinafter referred to as "the Application") understanding and agreeing to abide by the Terms and Conditions as set out in the Application, for the allotment of residential Flat. Accordingly, the Developer has agreed to allot _____, **Flat No.** _____, **Floor** built on Plot Size of _____ **Sq. Yds/** _____ **Sq. Mts.** having super area of _____ **Sq. Ft./** _____ **Sq. Mts.**, in the **Anandlok** for which the Allottee agrees to pay **Rs. _____/- (Rupees _____ Only)** Down payment/ **Installment plan** as Basic Sale Price for the super area besides other charges payable in accordance with the terms of the Agreement (the areas are tentative and are subject to change till the grant of occupation certificate by the competent authority), (hereinafter referred to as "the Villa / Apartment").

II b) The allottee shall further pay a sum of Rs. _____/- (Rupees _____) as Preferential Location Charges in addition to the rates mentioned as per Clause No. B (I), in case of the Flat/Villa is preferentially located i.e.

1. Preferential Location Charges @ 5% of BSP.
2. Preferential Location Charges for Extra Lawn facing @ 1000/- per Sq. Ft.

The allottee agrees to pay additional Preferential Location Charges for preferential located as described in this Agreement within the time as stated in the Payment Plan, annexed as **Annexure 'A'**

II. The Allottee(s) states that that he has examined and verified the various documents to his entire satisfaction regarding rights, titles and interest in the land/projects and of various approvals granted by the Authority in favor of the viz. building plans, Ownership / Developers Agreement records of the said land and all other documents relating to the title and rights of Developer construct the project on the said land and also various categories of Villa / apartments. The Allottee(s) has agreed that there shall be no further investigation/objections by him in this regard including with regard to calculation of the super area and that he is fully satisfied in all respects, with regard to the right, title and interest of the Developer in the said project and also, with the right of the Developer to enter into this Agreement.

The Allottee (s) acknowledges that the Developer has readily provided all information, clarifications as required by him but that he has not relied upon and is not influenced by any architect's plans, sales

plans, 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 including but not limited to any representations relating to description or physical condition of the said project, the Building or the Villa / apartment or the size or dimensions of the Villa / apartment or the rooms therein or any other physical characteristics thereof, the services to be provided to the Allottee (s), the estimated facilities/amenities to be made available to the Allottee (s), or any other data except as specifically represented in this Agreement and that the Allottee (s) has solely relied on his own judgment and investigation in deciding to enter into this Agreement and to purchase the said Villa / apartment, any oral or written representations or statements, shall not be considered to be part of this Agreement and that this Agreement is self contained and complete in itself, in all respects.

III. The Allottee (s) has confirmed to the Developer that he/ she/ it/ they is/are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the said Proposed Residential Project in general and the Flat No. _____, _____ having Super Area of _____ Sq. Ft./ _____ Sq. Mts. in particular and is aware of the terms and conditions contained in this Agreement and that he/she/it/they has / have clearly read and understood his/her/its/their rights, duties, responsibilities and obligations under each and all the clauses of this Agreement and the obligations of the Developer The Developer relying on the confirmation, representations and assurance of ALLOTTEE to faithfully abide by all the terms and conditions and stipulations contained in this agreement has accepted in good faith his application to allot said Villa / apartment and willing to enter into this agreement on the terms and conditions appearing hereunder.

NOW THEREFORE THIS Villa/ APARTMENT BUYER AGREEMENT WITNESSETH:

1. CONSIDERATION :

1.1 That the Developer hereby agrees to sell and the ALLOTTEE (S) hereby agrees to purchase the Villa / apartment vide this Agreement in the said Project as per plans seen and agreed by him for a basic sale price plus other applicable additional charges as described in Annexure-A annexed to this agreement in respect of the said Villa / apartment.

1.2 That the ALLOTTEE(S) 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 (S).

1.3 That the price mentioned in **Clause 1** above is inclusive of the cost of providing electric wiring and switches in the said Villa / apartment. Electric connection charges will be charged extra and the amount payable will be inter-alia to cover the cost payable to Govt. for the service connection, service, lines, sub-station equipment cost of area under the subject installation and security deposit etc. Villa / apartment Allottee will be required to pay the charges pro-rata per sq.ft. as demanded by the Developer. The expenses will be charged in proportions to the sale area of the Villa / apartments.

1.4 The price mentioned in **Clause 1** above is inclusive of the cost of providing and installing fire fighting equipment / preventive measures in the building. The Fire Fighting charges will include the cost of Civil Works Concerning Pump Houses, Underground and Overhead Tanks, Pumping Sets, Tube-well complete with Pumping Sets, allied electrical equipment & Cabling / Bus Ducting, fixed fire fighting equipment, fire alarm and sprinkler System, horizontal / vertical compartmentation, refuge area etc. as directed by local authorities and as required under National Building Code and as per requirements of applicable bye-laws. That at present, Fire Safety measures have been provided as per Fire Safety Code / Regulations as on 31.03.07. If due to subsequent legislation / Government orders of directives or guidelines or if deemed necessary by the Developer, any further fire safety measures are undertaken, the proportionate charges in respect thereto shall also be payable extra on demand by the Villa / apartment Allottee. These extra charges will be charged in proportion to the Sale Area of the Villa / apartment.

1.5 That the prorate share of the Allottee(s) regarding the development charges levied by Firozabad-Shikohabad Development Authority is included in the Basic Sale Price. However, any increase in this levied by Government / Semi-Government Body hereafter shall be to the account of the Allottee on prorate basis which shall be payable to the Developer on demand.

1.6 That the DEVELOPER and the ALLOTTEE (S) hereby agree that the amounts paid on registration of booking with the DEVELOPER, and payment of installments on allotment, as the case may be, shall collectively constitute the earnest money equivalent to the value of 10% of the total Basic Sale Price of the said Villa / apartment. Non-fulfilment of the terms and conditions of application for allotment / agreement, whether express or implied, by the Allottee may entail the cancellation of this Agreement and forfeiture of the earnest money. The excess amount if any paid over and above 10% processing fee, interest of delayed amount will be refundable to the Allottee without any interest after the company disposes of the said Apartment and realizes money from re-allotment to any other party and the Allottee will be left with no lien or right on the said Villa / apartment.

1.7 The ALLOTTEE (S) shall make all payments through Local Account Payee Cheques/Demand Draft(s) drawn in favour of "M/s SNG DEVELOPERS LTD." payable at Delhi as per the wish and desire of the Developer.

1.8 That the Allottee(s) has already paid a sum of **Rs. _____/- (Rupees _____ Only)** towards the booking amount at the time of booking for the purchase / Allotment of the said Villa / apartment, the receipt of which the Developer hereby acknowledges and Allottee has agreed that the Developer is under no obligation to send demands / reminders for payments. That the timely payment of installments as well as other charges as stipulated in the Schedules of Payment/Payment plan (agreed to and opted by the ALLOTTEE (S)) shall be of the essence of this Agreement. It shall be incumbent on the ALLOTTEE (S) to comply with the terms of payment and other terms and conditions of sale. In case, the payment of any installment is delayed, the intending allottee(s) shall be liable to pay interest, calculated from the due date of outstanding amount @24% p.a. However, if the allottee(s) fails to pay any installment(s) with interest within 45 days, from due date, failing which the Developer may, at its sole discretion, cancel the allotment and forfeit the earnest money / registration amount in respect of the Villa / apartment. The amount paid,

if any, over and above the Earnest / Registration money shall be refunded by the Developer without interest after adjustment of interest accrued on the delayed payment (s) if any, due from the allottee(s).

1.9 That on cancellation of allotment by the Developer for any reason whatsoever, the ALLOTTEE (S) shall be left with no right and/or interest on the said Villa / apartment in any manner whatsoever. The Developer at its sole discretion shall thereafter be free to deal with the said Villa / apartment in any manner it likes. The amount, if any, paid over and above the earnest money would be refunded by the Developer to the ALLOTTEE (S) without interest. The ALLOTTEE (S) hereby agrees and confirms that in the event of cancellation of the allotment as mentioned above the ALLOTTEE (S) shall not be entitled to claim any interest or compensation of whatsoever nature. However the refund of the said amount will only be made by the Developer upon sale of the said cancelled Villa / apartment and realization of money thereon. However, the Developer may, at its sole discretion, condone the delay by charging interest @ 24% p.a. of due amount for delayed period without prejudice to the Developer aforesaid rights to cancel the allotment. This discretion for termination of the Agreement or acceptance of the delayed payment with interest at the agreed rate of interest shall exclusively vest with the Developer and all decisions by the Developer in this regard shall be final and binding on the ALLOTTEE (S).

1.10 The basic sale price mentioned above are escalation-free, save and except any increase in the area of the Villa / apartment, statutory increase of Government charges, additional fire safety measure and/or increase in the deposits and charges for bulk supply of electrical energy etc. which shall be payable by the ALLOTTEE (S) as and when demanded by the Developer That the ALLOTTEE (S) also agrees to pay in proportion to the area of the Villa / apartment all government charges, rates, cess, tax or taxes of all and any kind by whatsoever name called, whether levied now or in future, as the case may be, effective from the date of this Agreement. In the event of any increase in such charges whether prospective or retrospective (whether before or after the Sale Deed/Transfer Deed has been executed) these charges shall be treated, as unpaid sale price of the Villa / apartment and the Developer shall be entitled to recover the same from the ALLOTTEE (S).

1.11 That the Allottee accepts that the price for the Villa / apartment is fixed and final as the same has been determined on the basis of category of the Villa / apartment. However in the event at the time of offer of possession, any increase or decrease in the area of the said Villa / apartments is determined by the Developer then the additional amount shall be payable by the ALLOTTEE (S) or refunded as the case may be without any interest thereon and at the same rate as agreed above. No other claims, whatsoever, monetary or otherwise shall lie against the Developer or be made by the ALLOTTEE. The Allottee has also understood and agreed that if for any reason any changes are required to be made by the sanctioning authorities or by the Architect of the Developer before or after sanction of the plans resulting in the reduction or increase in the area agreed to be constructed or any change in its shape or location, the Allottee shall have no right to raise any claims, monetary or otherwise, except that the price will be calculated on the changed area proportionately as agreed above. Alterations / changes may change inter-alia also involve all or any of the following changes in the Villa, viz. Change in the position or floor, in location or Type change in the number of Villa, change in its planning, dimensions or change in its area.

1.12 That if for any reason the Developer is not in a position to allot the Villa / apartment applied for, the Developer shall be responsible only to consider allotment of an alternative property or refund

of the amount without any interest whatsoever. It is specifically agreed between the parties that if the completion of the Villa / Apartment is delayed or the whole scheme is abandoned due to any reason whatsoever outside the control of Developer.

1.13 That the ALLOTTEE(S) understands that any incidence of tax whatsoever or in whatsoever name it may be called including VAT, Service Tax or statutory demands imposed by any Govt. / Local Authority or increase on such account, even if it is retrospective in effect, shall be borne by the ALLOTTEE (S) in proportion to the super area of the said Villa / apartment. The ALLOTTEE(S) undertakes to pay such proportionate amount, if any, promptly on demand by the Developer. Any fiscal levies or taxes of all natures levied by the Govt. / Semi-Govt. Authority or Civil Authority on the entire property and / or in respect of the Villa / space agreed to be sold shall be borne and would be payable by the Allotee for the period after the booking and during the course of construction and thereafter shall be borne by the Allotee whether the Allotee has taken the possession of Villa / Space or not or the same are leviable as the owner or beneficial owner or occupier. In case the same are levied / raised / demanded from the Developer, the same will be apportioned by the Developer keeping in view the area allotted to the Allotee.

1.14 That the time for payment of installments as well as other charges as stipulated in the Schedules of Payment / Payment plan (agreed to and opted by the ALLOTTEE (S)) shall be of the essence of this Agreement. It shall be incumbent on the ALLOTTEE (S) to comply with the terms of payment and other terms and conditions of sale, failing which the DEVELOPER may, at its sole discretion, cancel the allotment and forfeit the earnest money representing 10% of the basic sale price of the Villa / apartment.

2. POSSESSION

2.1 That the ALLOTTEE (S) has clearly understood and agreed that the super area of the said Villa / apartment includes covered area, areas under the periphery walls, areas under columns and walls within the Villa / apartment, Cupboards, plumbing shafts adjoining the said premises, balconies and portions of the terraces meant for common utilities and services plus proportionate share of the areas to be utilized for other common use and facilities including the areas under stair cases, circulation areas, walls, lifts, shafts, passages, corridors, lobbies, drive way and the like keeping in view the Villa / apartments of the said project have been categorized and price has been fixed accordingly.

2.2 It is expressly agreed to and understood by and between the parties that notwithstanding the fact that a portion of the common area has been taken in to consideration for the purpose of calculation of the super area of the said Villa / apartment, yet it is only the inside space of the Villa / apartment that has been agreed to be sold to the ALLOTTEE (S). The inclusion of the common areas in computation of super area of the Villa / apartment does not and would not create any specified or independent interest in the ALLOTTEE (S) in respect of land, open spaces and all or any of the common areas such as lobbies, staircases, lifts, corridors, terraces and roof etc., which shall remain with the Developer / Attorney. However the ALLOTTEE (S) shall have only the right of ingress and egress and right of user of such common facilities and common areas in the manner and to the extent as would be absolutely essential for beneficial enjoyment of the said Villa / apartment, subject to payment of maintenance charges or any other charges as may be determined by the Developer.

2.2 A The definition of Super area, Floor area of the Villa / Apartment to Super area as on the date of execution of this agreement is subject to change till the construction of the said Villa is complete and clearly described by the Developer in the Clause 2.1 & 2.2. The Allottee confirms that he / she has read the above clauses and considering this as the basis for the purchase and payment of the price of the said Villa, he / she shall not raise / cause any dispute or make any claims etc. at a later date in this regard and agreed to the definition of Super area.

2.3 That the ALLOTTEE (S) has accepted the plans, designs, specifications shown to him/her/it/they in the site office, which are tentative and original kept at the Developer office at New Delhi / Firozabad and agrees that the Developer may make such variations, additions, alteration and modifications therein as it may, in its sole discretion, deem fit and proper or as may be done by any Competent Authority and the ALLOTTEE (S) hereby gives his/her/its/their free consent to such variations and modifications free in all respects. In the event changes are effected in the specifications the Allottee shall not be entitled to claim any compensation / reimbursement of any amounts whatsoever from the Developer.

2.4 That the possession of the said Villa / apartment is proposed to be delivered by the DEVELOPER to the ALLOTTEE (S) within 24 months (Two years) from the date of the execution of this agreement or the actual start of the construction of the particular Villas / Apartment, whichever is later, in which the booking/ allotment is made subject to timely payment by the ALLOTTEE (S) of all charges including the basic sale price, stamp duty and other charges due and payable under this Agreement as demanded by the DEVELOPER. It is clearly agreed and understood between the parties that as soon as the structural and finishing work of the Villa / Apartment is complete, the Developer shall offer the possession and claim the balance payment against possession. In the event of his/her/its/their failure to take over the possession of the Villa / apartment allotted, within 15 days from the date of intimation offering possession in writing by the DEVELOPER, the same shall lie at the risk and cost of the ALLOTTEE (S) and the ALLOTTEE (S) shall be liable to pay to the DEVELOPER compensation as holding charges @ Rs.5/- per sq.ft. (Rs.18/- per sq mtr) of the super area per month for the entire period of such delay besides the Maintenance charges and other charges that the Allottee is liable to pay under the Maintenance agreement after taking the possession. If the Developer fails to complete the construction of the said Villa / Apartments within the stipulated period as aforesaid, then the Developer shall pay to the Allottee subject to timely payment of the outstanding dues @ Rs. 5/- per Sq. ft. of the super area per month for the period of such delay, if and only if such delay is only due to the delay in construction and not for any other reason which may be due to any local authoritative formalities.

2.5 Notwithstanding anything contained herein, in case of any major alterations/modifications of plan and / or due to any reasons whatsoever, resulting in revision the cost due to increase/decrease of the area of the said Villa / apartment, by $\pm 10\%$ of the DEVELOPER shall intimate, in writing, to the ALLOTTEE (S) such changes and the resultant change in the cost of the Villa / apartment to be paid by the ALLOTTEE (S). In case the said changes/modifications are not acceptable to the ALLOTTEE (S), he/she can raise his objection within 15 days of the receipt of intimation from the DEVELOPER. In such an event, the present Agreement shall be treated as cancelled and the entire amount paid by the ALLOTTEE (S) to the DEVELOPER under this Agreement shall be refunded to the ALLOTTEE (S) out of the sale proceeds of the said Villa / apartment as and when sold by the DEVELOPER in favour of any third party, the ALLOTTEE (S) shall not be entitled for any interest

and/or compensation of whatsoever nature. In case, ALLOTTEE (S) fails to raise his objection in writing within the prescribed period of 15 days, he/she/it/they shall be deemed to have given his/her/its/their full consent to the alterations/modifications and shall be bound by it.

3. ALLOTTEE'S BANK FINANCE:

3.1 That the ALLOTTEE (S) may obtain finance from any financial institution / bank or any other source for purchase of the said Villa / apartment, but the ALLOTTEE(S) obligation to purchase the said Villa / apartment pursuant to this Agreement shall not be contingent on the ALLOTTEE(S) ability or competency to obtain such financing and the ALLOTTEE (S) will remain bound under this Agreement. However, if any bank / financial institution refuses / makes delay in granting financial assistance and / or disbursement of loan on any grounds(s), then ALLOTTEE(S) shall not make such refusal / delay an excuse for non-payment of any installments / dues to the Developer within stipulated time as per the payment plan annexed herewith as **Annexure- 'A'** Further, in case the financial institution / bank recall the loan amount disbursed to the Developer / Attorney for an on behalf of the ALLOTTEE (S), due to non-payment of any installments by the ALLOTTEE (S) to the financial institution / bank or due to non-compliance by the ALLOTTEE (S) of any of the terms of Agreement between the financial institution / bank and the ALLOTTEE(S), in such event, the ALLOTTEE(S) hereby authorizes the Developer to cancel the allotment of the said Villa / apartment and to forfeit, out of the amounts paid by him / financial institution / bank, the earnest money together with any interest on delayed payment due or payable and to refund the balance amount to the financial institution / bank.

4. DEVELOPER MORTGAGE FINANCE AND LIEN:

4.1 That the ALLOTTEE shall not have any objection if the Developer raise any loan by creating mortgage of the said Project Land including the construction thereon from any financial institution. However, before execution of the conveyance deed in respect of the said Villa / apartment, the Developer shall ensure release of mortgage to the extent of the said Villa / apartment by such financial institution so as to convey a good and marketable title in favour of the ALLOTTEE(S).

4.2 The ALLOTTEE (S) agrees that no lien shall be created / arise against the said Villa / apartment as a result of any money deposited hereunder by the ALLOTTEE or otherwise in any manner by virtue of entering into the present agreement.

4.3 The Developer shall have first lien on the Villa / apartment to the extent of their dues payable by the ALLOTTEE (S).

5. CAR PARKING:

5.1 That the basic sale price of Villa / Apartment does not include the price of car parking space either covered or open or the reserve car parking space. The price for allotment of reserve car parking space shall be paid additionally, and such reserve car parking space is an essential and integral amenity of the Villa / apartment which shall be paid by the ALLOTTEE (S) as per Annexure-A

annexed herewith. The ALLOTTEE (S) agrees that the parking space forming a part of his Villa / apartment allotted to him for exclusive use shall be understood to be together with the Villa / apartment and the same shall not have an independent legal entity detached from the Villa / apartment. The Allottee undertakes not to sell/ transfer / deal with the reserved parking space independent of the Villa / apartment. The ALLOTTEE (S) undertake/s to park his vehicle in the parking space forming a part of the Villa / apartment allotted to him and not anywhere else in the Complex and shall not use the parking space for any other purpose. The ALLOTTEE agrees and confirms that in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the Villa / apartment under any of the provisions of this Agreement, the reserved parking space if additionally allotted at cost allotted to him shall automatically be cancelled. All clauses of this Agreement pertaining to use, possession, cancellation, resumption etc. of the Villa / apartment shall apply, mutatis mutandis, to the said parking spaces, wherever applicable.

5.2 The Developer hereby clarifies that the ALLOTTEE(S) shall have no right, title and interest in the unreserved car parking spaces on the surface and the same shall be dealt with by the Developer at its own discretion and it shall remain the absolute property of the Developer. The Developer as its sole discretion shall have absolute right to sell or assign its interest in the unreserved car parking area alongwith undivided share in the proportionate share in the said Property to any person other than the ALLOTTEE or the associations of Villa / apartment Developer once formed, without any objection, of any nature whatsoever.

6. TRANSFER AND TRANSFER CHARGES

6.1 That in case of ALLOTTEE (S) seeking transfer of the allotment, the ALLOTTEE (S) may be permitted to do so on submission of appropriate letter of request for transfer of allotment in favour of the prospective buyer/person in whose favor the ALLOTTEE (S) may seek transfer. The said letter of request would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned Financial Institutions or bankers, in case payment against the said booking was made by the ALLOTTEE (S) by raising funds/loans from any financial institutions/bankers. The ALLOTTEE (S) shall have to pay the necessary administrative charges to the Developer for effecting such transfer of allotment, as may be determined and fixed by the Developer / Maintenance Agency keeping in view all the relevant factors for collecting administrative charges from the ALLOTTEE (S).

6.2 The ALLOTTEE (S) confirms, agrees and undertakes that, he/she/it/they shall not sub-divide, transfer the Villa / apartment sold to him/her/it/them except without the prior written permission of the Developer. The ALLOTTEE (S) further undertakes to pay the transfer charges to the Developer that in case he/she/it/they transfers or assigns his/her/its/their rights and interests in the Villa / Apartment sold to it in favor of any person, such transferee shall be also bound by the terms and conditions of this Agreement. The ALLOTTEE (S) or its nominee including any other body or any other association of ALLOTTEE (S) shall be entitled to enforce all the terms and conditions of this Agreement against any person/Developer, who has been inducted in the Villa / apartment originally sold to the ALLOTTEE (S).

7. USE OF VILLA / APARTMENT:

7.1 That the ALLOTTEE (S) agrees to use the said Villa / apartment for residential purposes and not to use the said Villa / apartment or permit the same to be used for purposes other than residential purpose which may or is likely to cause nuisance or annoyance to occupiers of other Villa / apartments in the building or for any illegal or immoral purposes or to do or suffer anything to be done in or about the said Villa / apartment which tend to cause damage to any flooring or ceiling of any Villa / apartment above, below or adjacent to his/her/its/their Villa / apartment or in any manner interfere with the use thereof or of space, passage or amenities available for common use.

8. MAINTENANCE:

8.1 That the ALLOTTEE(S) agrees that upon completion of the said Villa / Apartment, the ALLOTTEE (S) shall also enter into a Maintenance Agreement with the Developer and / or a Maintenance Agency or any other Developer, firm or person or Agency (hereinafter referred to as the "Maintenance Agency") as may be appointed by the Developer and the ALLOTTEE(S) undertakes to pay on pro-rata basis the maintenance bills as raised by the said Maintenance Agency from the date of offer of possession, irrespective of whether the ALLOTTEE(S) is in occupation of the Villa / apartment or not. In order to secure due payment of maintenance bills and other charges raised by the Maintenance Agency, the ALLOTTEE (S) agrees to deposit, Interest Free Maintenance Security deposit. This amount would be payable by the buyer at the time of offer of possession.

8.2 The maintenance charges can be revised from time to time, by the Developer Maintenance Agency depending upon the maintenance costs. The decision of the Developer or of the Maintenance Agency in this respect and on the costs of maintenance will be final and binding on all the ALLOTTEE (S). Initially these charges will be fixed by the Developer prior to delivery of possession of the said Villa / apartment in terms of this Agreement. The rates and the manner of payment of the general maintenance charges will be determined by the Developer or its nominees on the completion of the Villa / Apartment by keeping in view the cost of materials, labour staff etc. for carrying out the required services plus administrative, management and service charges. The charges namely maintenance, administrative, management and service charges will be payable from the date the Developer offers possession of the Villa / Apartment to the Allotee. Such charges would be subject to periodical increase in proportion to the relative increase in the cost of the inputs.

8.3 In the event of the Allotee's failure to make payments regularly the Developer will be entitled to take any suitable action for the recovery of such dues besides claiming damages which the Developer might suffer. In the event of non-payment of any dues of the Developer, the Developer reserves its right to withdraw all or any of the facilities and also disconnect electric and / or water supplies to the allotted space. The Developer shall be entitled to take similar action as above stated in case of misuse as well as in the case of breach of the of any of the terms and conditions of sale Agreement. The Developer shall also have the right to claim damages in respect thereof.

8.4 Provided further that if the ALLOTTEE (S) fails and/or neglects to pay his/her/its/their share of the maintenance and replacement charges for such common facilities and common services as provided in these presents, the ALLOTTEE (S) or anyone else lawfully claiming through or under the ALLOTTEE (S) shall not be entitled to make use of such common facilities and services for the simple reason that regular payment of such maintenance and replacement charges is a condition precedent for making use of such common facilities and services. Similarly if the ALLOTTEE (S) commits breach

of any of the covenants herein, the ALLOTTEE (S) shall have no right for use of common facilities and services until and unless such breach was rectified and the Developer or any other body or Association looking after the maintenance of common services and facilities are assured by the ALLOTTEE (S) that the breach of covenants would not be repeated by the ALLOTTEE (S) or by any other persons lawfully claiming through or under the ALLOTTEE (S).

9. COMPLIANCE OF STATUTORY LAW BY NRI:

9.1 That the ALLOTTEE (S), if resident outside India shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act and Reserve Bank of India Act and Rules as amended from time to time and other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India. The ALLOTTEE (S) shall furnish the required declaration in Developer prescribed format.

10. CONVEYANCE DEED AND STAMP DUTY:

10.1 That upon receipt of full sale consideration and/or other dues and charges and upon completion of construction of the said Villa / apartment, the Sale / Transfer / Conveyance Deed and/ or other instruments, as may be applicable, shall be executed and registered by the Developer so as to transfer the title of the said Villa / apartment along with proportionate undivided share of land underneath absolutely in favour of the ALLOTTEE (S). The ALLOTTEE (S) shall pay the Stamp Duty, Registration charges and all other incidental and legal expenses as and when demanded by the Developer for execution and registration of the aforesaid transfer instruments in respect of the said Villa / apartment in favour of the ALLOTTEE (S)/its/their nominee.

10.2 That if at any stage this document requires to be registered under any law or necessity, the ALLOTTEE(S) binds himself and agrees to have the same registered through the Developer in his favour at his cost and expenses and keep the Developer fully absolved and indemnified in this connection.

11. ADDITIONAL CONSTRUCTION:

11.1 That the ALLOTTEE (S) agrees and undertakes that, before or after taking possession of the said Villa / apartment or at any time thereafter, he/she/it/they shall have no right to object to the Developer constructing or continuing with the construction of the other building(s) adjoining to or otherwise in the site earmarked for residential Colony named as "ANANDLOK" or any other name as may be decided by the Developer.

11.2 That even after transfer/assignment of the Developer right in favor of the proposed Cooperative Society or any body corporate or Association mentioned hereinabove, the Developer shall continue to have, as before, the right to make additional structures in the aforesaid manner, and pass on the additional FAR as and when available/permissible by the Concerned Authority, to the next phase/ area of the Developer. The Developer shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures with the existing electric, water, sanitary and drainage sources, but at its/their own cost. The ALLOTTEE (S) hereby gives consent to the same and agrees that he/she/it/they shall not be entitled to raise any objection or claim any reduction in

price of the said Villa / apartment agreed to be acquired by him/her/its/their and/or to any compensation or damages on the ground of inconvenience or on any other ground, whatsoever.

12. GENERAL CLAUSE

12.1 The areas to be utilized for Badminton Court, Landscape Park, Broad metalled Road, Entrance Gate, 24 Hours Security, Temple and Open area shall form part of Common areas. The use and enjoyment of these areas & facilities shall be subject to payment of necessary charges for running & the Developer Association of Villa / apartment Developer may determine maintenance as the case may be from time to time. The Area falling under Shopping Area shall not form part of Common areas and the Developer shall be entitled to deal with the same at its absolute discretion, as it may deem fit and proper.

12.2 That upon the ALLOTTEE (S) taking possession of the Villa / apartment, the ALLOTTEE (S) shall have no claim against the Developer in respect of any item or work in the said Villa / apartment which may be alleged not to have been carried out or completed or for any design, specifications, building materials used or for any other reason whatsoever. However, the Developer shall remedy any inherent defects such as leakages etc. at the time of possession. The ALLOTTEE (S) shall be entitled to the use and occupation of the said Villa / apartment without any interference from the Developer subject to the terms and conditions contained herein.

12.3 That the ALLOTTEE (S) shall not change, alter or make additions in or to the said Villa / apartment or the building(s) or any part thereof

12.4 That the ALLOTTEE (S) hereby undertakes to abide by all laws, rules and regulations relating to any other law as be made applicable to the said Villa / apartment. The ALLOTTEE (S) shall sign, execute and register the requisite Deed of Villa / apartment undertaking to abide by the rules and bye-laws of the Residents Welfare Association (RWA). The Allotee shall not infringe any of the Building Bye laws or rules and regulations of the Govt. or any of the civic bodies. The Allottee hereby agrees that he shall comply with and carry out from time to time after he / she has been put in possession of the said Villa all the requirements, requisitions, demands and repairs as may be and as are required to be complied with by the Firozabad Shikhohabad Development Authority, Municipal Authority, Government or any other competent authority in respect of the said Villa / Apartment at its own cost and keep the Developer indemnified, secured and harmless against all costs and consequences and all damages arising on account of the non-compliance with the said requirements, requisitions and demands etc. The Allottee shall keep and maintain the allotted space, its periphery walls, brick walls, drains, pipes and appurtenance thereto in the same good, order and condition which it would have been delivered to him.

12.5 That the ALLOTTEE (S) agrees to pay on demand taxes of all and any kind whatsoever, whether levied or leviable now or in future, on land and/or building(s), as the case may be, effective from the date of allotment of Villa / apartment and so long as each Villa / apartment is not separately assessed for such taxes for the land and/or building(s), the same shall be payable and be paid by the ALLOTTEE (S) in proportion to the area of his/her/its/their Villa / apartment. The Developer or any other agency shall make such apportionment, as the case may be, and the same shall be conclusive, final and binding upon the ALLOTTEE (S).

12.6 That the ALLOTTEE (S) shall permit the Developer/Maintenance Agency and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Villa / apartment or any part thereof to view and examine the state and condition thereof and make good anything necessary to be attended to within a reasonable time from the date of receipt of written notice from the ALLOTTEE (S).

12.7 That this Agreement is the only Agreement touching upon the purchase of Villa / apartment by the ALLOTTEE (S) and supersedes any other 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 Developer shall not be binding on the Developer

12.8 The Parties agree and undertake to abide by all laws, bye laws, rules and regulations of the concerned development authority(s), Government, Local Bodies/Competent Authorities and shall be respectively 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 purposes under this Agreement.

12.9 This Agreement along with the preamble, recitals and all its annexure is the only Agreement touching upon the purchase of the Villa / apartment by the ALLOTTEE (S) and this Agreement along with its annexure, supersedes any and all understandings, other Agreements, correspondence or arrangements, whether written or oral, if any, between the Parties.

12.10 The ALLOTTEE (S) shall not have any right to cancel this Agreement of its own accord, for any reason whatsoever save and except on frustration of this Agreement on account of the clear and unambiguous failure of the warranties of the Developer. In such a case the ALLOTTEE (S) shall be entitled to a refund of the installments actually paid by it without any interest thereon.

12.11 That it is clearly understood and agreed by and between the parties hereto that the Developer shall have unqualified and unfettered right to sell to anyone of their choice, the terrace above the top floor of apartments subject to the necessary means of access to be permitted for such purposes so as to reach the water tank and lift room of the building(s). The terraces above the top floor will be the property of the Developer/Company who shall be entitled to the use the terrace and the parapet walls for all purposes, including the display of advertisements and sign boards at its sole description. The developer shall have the right of easement to roof top. The Allottee hereby give consent to the above and agrees that he shall not be entitled to raise any objection or make any claims and/or damages on any ground whatsoever. * (**This Clauses applicable only in case of Flats**).

12.12 The Allottee hereby confirms , agrees and understands that the independent Villas allotted is expandable and the Allottee will expand the Villa as and when desired by the Allottee after getting the plan approved by the developers. The Allottee shall not make any changes in the look, outer elevation and color scheme of the Villa without prior written consent of the developer. The developer would reserve the right to effect the changes so as to maintain uniformity and that it is aesthetically pleasing and fits well into the **Anandlok Scheme**. * (This clause is applicable only in case of Villa.)

12.13 All the Annexure and Schedules annexed herewith shall be part and parcel of this agreement and to be read alongwith this agreement.

12.14 That it is expressly agreed between the parties that the Allottee shall not be entitled to assail this agreement on the ground of want of mutuality even if any stipulations herein are held to be lacking mutuality.

13. COMMUNICATION:

13.1 That in case there are joint ALLOTTEE (S), all communications shall be sent by the Developer to the ALLOTTEE (S) whose name appears first and at the address given by him/her/it/them, which shall for all purpose be considered as served on all the ALLOTTEE (S) and no separate communication shall be necessary to the other named ALLOTTEE (S). The ALLOTTEE (S) has agreed to this condition of the Developer.

13.2 That all notices to be served on the ALLOTTEE (S) and the Developer as contemplated by this Agreement, shall be deemed to have been duly served if sent to the ALLOTTEE (S) or the Developer by Registered/ Speed Post A.D at their respective addresses as written herein above.

13.3 It shall be the duty of the ALLOTTEE (S) to inform the Developer of any change subsequent to the execution of this Agreement in the above address by Registered/ Speed Post A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the ALLOTTEE (S). That in case there are Joint Villa / apartment ALLOTTEE (S), all communications shall be sent by the Developer to the ALLOTTEE (S), whose name appears first and at the address given by him/her/it/them, which shall for all purposes be considered as served on all the ALLOTTEE (S).

14. FORCE MAJEURE:

14.1 That, if the completion of the Villas / Apartment is delayed by reason of non-availability of steel and/or cement or other building materials, or water supply or electric power, which is beyond the control of the Developer and /or because of any civil commotion or by reason of war (declared/undeclared), or enemy action, or earthquake or any Act of God or if non-delivery of possession is as a result of any Act, Notice, Order, Rule Or Notification of the Government and/or any other Public or Competent Authority or shortage of labour for any other reason beyond the control of the Developer then in any of the aforesaid events the Developer shall be entitled to a reasonable extension of time for delivery of possession of the said Villa / apartment and that the time period shall correspondingly stand extended for the said purpose. The Developer as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Developer so warrant, the Developer may suspend the Scheme for such period as it may consider expedient and no compensation of any nature whatsoever shall be claimed by the ALLOTTEE (S) for the period of suspension of the scheme. In consequence of the Developer abandoning the Scheme, the Developer liability shall be limited to the extent of refund of the amount paid by the ALLOTTEE (S) without any interest or any other compensation

whatsoever.

15. WAIVER:

15.1 That failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be a WAIVER of any provisions or of the right thereafter to enforce each and every provision of this Agreement.

16. SEVERABILITY:

16.1 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 consistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. In no circumstances it shall render this Agreement void. 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.

17. MASCULINE:

17.1 That for all intents and 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.

18. INDEMNITY :

18.1 The Allottee hereby indemnifies and undertakes to keep the Developer or Maintenance Service Provider and their officers / employees as well as the other occupants / Developer of the Villa / apartment fully indemnified and harmless from and against all the consequences of breach by the Allottee(s) of any of the terms and conditions of this agreement or any law for the time being enforce as also any of its representations or warranties not being found to be true at any point of time.

19. HEADINGS / CAPTIONS :

19.1 The headings / captions in this Agreement are given for easy reading and convenience and are of an indicative nature only and do not purport to define, limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter / clauses in this Agreement shall be derived by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of the captions provided.

20. ARBITRATION:

21.1 All or any dispute arising out of or touching upon or in relation to the terms of this Agreement or its termination, including the interpretation and validity 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, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A Sole Arbitrator, who shall be nominated by the Developer, shall hold the arbitration proceedings in New Delhi. The ALLOTTEE (S) hereby confirms that he/she/it/they shall have no objection to this appointment, more particularly on the ground that the Sole Arbitrator, being appointed by the Developer are likely to be biased in favour of the Developer. The place of arbitration shall be at New Delhi. The award of the Arbitrator shall be final and binding on the parties. Both the parties in equal proportion shall pay the fees of the Arbitrator.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at places and on the day, month and year mentioned under their respective signatures.

SIGNED, SEALED AND DELIVERED by
Within named Developer / ATTORNEY

Through its Authorized Signatory

SIGNED, SEALED AND DELIVERED by the within named

ALLOTTEE (S)/s _____

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Annexure-A
Payment Plan