

River Heights

NH 58, GHAZIABAD (Raj Nagar Extn.)

Application for Allotment of a Studio Apartment in River Heights, Ghaziabad (Fill in Block Letters)

Application No.

Date.

To,
M/s Carol Infrastructure Private Limited
C-22, IIIrd Floor, RDC, Raj Nagar
Ghaziabad-201002

Please
affix
passport size
photograph
of the
Applicant

Please
affix
passport size
photograph
of the
Co-Applicant

I/We request that I/We may be considered for allotment of a Studio Apartment in **River Heights**, Project, situated at Raj Nagar Extension NH-58, Village Noor Nagar, Pargana Loni, Tehsil & District Ghaziabad. I/we opt to pay the Sale Price of the said Studio Apartment as per the following plan. (Tick any one)

- ❖ Down Payment Plan ☐
- ❖ Installment Payment Plan ☐
- ❖ Construction Linked Plan ☐
- ❖ Flexi Payment Plan ☐

I / We remit/remitted herewith a sum of Rs. (Rupees) only)

by Cash/DD/Cheque No. Dated drawn on

favouring M/s Carol Infrastructure Pvt. Ltd. being the Booking Amount.

In the event of the Company agreeing to allot to me / us a Studio Apartment I/we agree to pay all future installments of Sale Price and other charges as per terms & conditions of the allotment herein contained and as per payment plan opted by me/us. I/we have read and understood the terms and conditions of allotment as detailed in Studio Apartment Buyer Agreement, appended to with this application and agree to abide by the same.

If, however I / we fail to pay further installments as aforesaid, the Company shall be entitled to treat this Application as cancelled and to forfeit the Earnest Money as per terms & conditions as of Studio Apartment Buyer Agreement, which I/we shall raise no objection of any kind.

I / We agree that the acceptance of my / our application do not entitle me / us to any right in the Studio Apartment until all payments towards sale price and other charges have been paid by me / us in full on or before the due dates.

I / We further agree that I / we shall abide by all the terms and conditions of the Company that are in force or that may be brought into force from time to time, by the Company.

I / We understand that the Company reserves absolute right to accept / reject the present Application without assigning any reason whatsoever.

My / Our particulars are given below:

PARTICULARS OF FIRST / SOLE APPLICANT:

Applicant's Name.....

Father's / Husband's Name.....Occupation.....

Nationality.....Resident Indian ☐ Non-Resident Indian ☐

Date of Birth / AgeMarital Status – Married ☐ Single ☐

Permanent Address.....

Address for Correspondence.....

Telephone Nos. Residence.....Office.....

Mobile.....Fax.....E-mail.....

PAN No. * / Income Tax Ward circle No.....

Applicant

Co-Applicant

PARTICULARS OF CO-APPLICANT

Co-Applicant's Name.....
 Father's / Husband's Name.....Occupation.....
 Nationality.....Resident Indian ☐ / Non- Resident Indian ☐
 Date of Birth / AgeMarital Status – Married ☐ Single ☐
 Permanent Address.....
 Address for Correspondence.....
 Telephone Nos. ResidenceOffice.....
 Mobile.....Fax.....E-mail.....
 PAN No. * / Income Tax Ward Circle No.....

PARTICULARS OF FIRMS /SOCIETY/TRUST/COMPANIES

Name of the Firm/ Society/Trust/Company.....
 Registration No.....E-mail.....
 Registered Office.....
 Address Correspondence.....
 Telephone No.....Fax.....
 Authorized Signatory (Name).....Father's Name.....
 Address.....
 Phone No. (Residence).....Office.....Mobile No.....
 PAN No. * / Income Tax Ward Circle No.....

***Attach Form 60 or 61 as the case may be, if PAN is not available**

I / We enclose herewith copies of the following documents:

- (i) PAN Card
 (ii) Address Proof (Election Card/Passport/Driving License)
 (iii) Society / Trust /Co.
 a) Copy of Memorandum & Articles of Association (b) Certificate of Incorporation
 c) Board's Resolution (d) List of Directors / Trustees
 (iv) Firm
 a) Copy of Partnership Deed (b) Authority Letter
 Bank Name with A/c No..... (For payment / refund)

PARTICULARS OF NOMINEE:

Name.....Guardian's Name.....
 Date of Birth/Age.....Relationship.....Nationality.....
 Address.....
 Phone No.....

Nominee
Photo

DETAILS OF STUDIO APARTMENT:

| Apartment No. | Floor | Tower No. | Area | | | |
|---------------|-------|-----------|-------------|------------|----------------|------------|
| | | | Super Area | | Built Up Area. | |
| | | | In Sq. Mtr. | In Sq. Ft. | In Sq. Mtr. | In Sq. Ft. |
| | | | | | | |

Applicant

Co-Applicant

PARKING: One No.Reserved Car Parking Space in..... suitable for medium sized car.

COST DETAILS OF STUDIO APARTMENT

| Particular | @ Rate (in Rs.) | Amount (In Rs.) |
|--|-----------------|-----------------|
| A) Sale Price(inclusive of one Covered/ Open Car Parking Space) | | |
| Vat Extra (as applicable) | | |
| Service Tax Extra (As applicable) | | |
| Sub Total A | | |
| B) other charges | | |
| (I) Club Membership | | |
| (ii) Power Back-up facilityKVA | | |
| (iii) | | |
| Service Tax Extra (As applicable) | | |
| Sub Total B | | |
| C) Complex Maintenance & Management (CMM) | | |
| (i) 2 years Advance Maintenance Charges (AMC) | | |
| (ii) EMCC(Electronic Meter Connection Charges) on Possession | | |
| (iii) Optical Fiber Charges (Nano Network) as applicable | | |
| (iv) Building Insurance | | |
| Vat Extra (as applicable) | | |
| Service Tax Extra (As applicable) | | |
| (D) Security deposit | | |
| (i) (IFMS) Interest Free Maintenance Security (Non refundable) | | |
| (ii) 2 years Advance Sinking Fund (Non refundable) | | |
| (iii) Optical Fiber (Nano Network) as applicable refundable by the service provider) | | |
| (E) Metro cess as applicable | | |
| (F) Any other Tax/Cess/duty/other charges as applicable | | |
| | | |
| Grand Total (In Figures) | | |
| Grand Total (In words) | | |

*The Sales Price shall be recomputed on the basis of actual area at the time of possession.

PAYMENT PLANS: (Tick as applicable)

Down Payment Plan ☐

| S. No. | Periodicity | Due Date | Amount (In Rs.) |
|--------|-----------------------------|----------|-----------------|
| 1 | Booking Amount | | |
| 2 | Withindays of booking | | |
| 3 | On offer of Possession | | |
| | | Total | |

Applicant

Co-Applicant

Installment Payment Plan ☐
 Construction Linked Plan ☐
 Flexi Payment Plan ☐

| S. No. | Installment / Particular | %@ | Due Date | Amount (In Rs.) | Remarks |
|--------|--------------------------|----|--------------|-----------------|---------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |
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| 9. | | | | | |
| 10. | | | | | |
| 11. | | | | | |
| 12. | | | | | |
| 13. | | | | | |
| 14. | | | | | |
| 15. | | | | | |
| 16. | | | | | |
| 17. | | | | | |
| 18. | | | | | |
| 19. | | | | | |
| 20. | | | | | |
| | | | Total | | |

NOTES:-

1. Registration fees, stamp duty, maintenance security, and other miscellaneous charges shall be borne and paid by the Intending Allottee, as applicable.
2. Service Tax, Vat if any shall be charged extra, as applicable.
3. All taxes, Vat, charges, metro cess or any other cess, whatsoever or of any kind, that may be levied in future shall be borne and paid by the Intending Allottee.
4. Built up area /Super Area is subject to actual confirmation at the time of possession as well as terms & conditions of the Studio Apartment Buyer Agreement.
5. Any rebate for early payment (any) shall be allowed as may be decided by the Company from time to time, at its sole discretion.
6. All payments shall be payable at Ghaziabad / New Delhi only.

Declaration

I/we the above applicants hereby declare that the particulars given are true & correct and nothing has been mis-represented there from.

First/Sole Applicant's Name.....

Signature

Co-applicant's Name.....

Signature.....

For Office Use Only

Marketing Department

- i) Receiving by
- ii) Date.....
- iii) Booking Amount
- iv) Booking Through

Account Department

- i) Receiving Officer
- ii) Date.....
- iii) Checked by
- iv) Receipt No.....

Applicant

Co-Applicant

STUDIO APARTMENT BUYER AGREEMENT

This Studio Apartment Buyer Agreement ("Agreement") is executed on this ____ day of _____ 20__ at _____

BETWEEN

CAROL INFRASTRUCTURE PVT. LTD., a Company registered under the provisions of the Companies Act, 1956, having its registered office at Parmesh Corporate Towers, 309, 3rd Floor, Plot No. 13, Karkardooma Community Centre, Delhi – 110092 and corporate office at C -22, III Floor, R.D.C., Raj Nagar, Ghaziabad – 201002 (hereinafter referred to as the "**Company/Developer**") which expression unless repugnant to the context or meaning thereof, shall mean and include its successors-in- interest and assigns) of the ONE PART.

AND

(For Individuals)

First Allottee

S/D/W/o

Resident of

Photograph of
First Allottee

*Second Allottee

S/D/W/o

Resident of

Photograph of
Second Allottee

*Third Allottee

S/D/W/o

Resident of

Photograph of
Third Allottee

(*To be filled in case of joint purchasers)

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

(FOR PARTNERSHIP FIRMS)

* *M/s.....

a partnership firm duly registered under the Partnership Act through its partner Sh./Smt.....

..... authorized by resolution dated.....

(hereinafter referred to as the '**Allottee**' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, successors and permitted assigns) of the OTHER PART

(A copy of the resolution signed by all Partners required and to be appended herewith).

(FOR COMPANY)

* * M/s.....

a Company registered under the Companies Act, 1956, having its registered office at.....

.....

Through its duly authorized signatory Sh./Smt.

Photograph of
Partner / Authorized
Signatory

Photograph of
Partner / Authorized
Signatory

S/o.....R/o.....authorized by Board Resolution dated (hereinafter referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include its executors, administrators successors and permitted assigns) of the OTHER PART
(A copy of Board Resolution along with a certified copy of Memorandum & Articles of Association is appended herewith)

*** (Fill in case of Firm or Company)

In this Apartment Buyer Agreement unless it is contrary or repugnant to the context:

The expression "HE/HIS includes the opposite gender and the singular includes the plural and vice versa, unless the context otherwise requires. These expressions shall be deemed as modified and read suitably and whenever the Allottee is a Joint Stock Company, Body Corporate or a Partnership Firm or any Association of Persons and whenever there are more than one Allottees, the expression Allottee in this Apartment Buyer Agreement shall be construed as including each of such Allottee and their respective heirs, executors, administrators, legal representatives and permitted assigns etc.

(** Delete whichever is not applicable)

The expressions "Developer" and the "Allottee" are hereinafter individually referred to as "Party" and jointly as the "Parties".

RECITALS

Developer's Representations

- A. The Developer is the lawful owner in possession of various parcels of lands bearing khasra no. 891, 892, 893, 895, 548, 549, 551, 553, 557 & 888 having a total area of 71930.19 sq. mtr situated at Village Noor Nagar, Raj Nagar Extension NH-58, Tehsil & District Ghaziabad, UP. (hereinafter referred to as "**Said Land**") having acquired the same through various sale deeds registered in the office of Sub-Registrar, Ghaziabad, U.P.
- B. After getting the lay-out / building plans sanctioned by the Ghaziabad Development Authority (GDA), the Developer developed the Said Land by developing & constructing thereon a group housing project ("**Project**") known as "River Heights" comprising several multi—storied buildings/towers having apartments alongwith other common services and facilities being part of the Project, in accordance with the sanctioned plans. The Developer has developed a tower number 17 ("**Building**") comprising of studio apartments and forming part of the Project
- C. The Developer may acquire land(s) adjoining to the Said Land/Project and upon acquisition/purchase of such land(s) as and when licensed and approved by the competent authority(ies), shall be made part of the Project and the layout plan/statutory approvals will be revised. The Allottee has understood and agreed that the area of Project will increase and that such additional land/area shall become part of the Project and owners/buyers/occupants of such additional land/part shall have the undivided share in and the right to use the common areas/facilities and vice versa the Allottee shall have the right to use the common areas/facilities developed in the additional lands/area and also have proportionate share therein.
- D. In the aforesaid manner, the Developer is solely and fully authorized to market, book, allot and sell studio apartments to be developed in the Building/Project alongwith Parking spaces etc. comprised in the said Building/Project to prospective purchasers and to receive payments therefrom in its own name and account in installments or lump sum as per Scheduled Payment Plan. It is envisaged that the studio apartments on all floors in the buildings in said Building/Project shall be sold and/or owned as independent dwelling units with proportionate impartible and undivided rights and share in the Said Land with easementary rights and rights to use common areas and facilities in the said Project to be used and maintained jointly by all allottees/owners of all the units/apartments in the Project on same terms and conditions applicable to all in the manner hereinafter mentioned.

Allottee's Representations

- E. WHEREAS On the request of the Allottee, the Developer has permitted and pursuant thereto the Allottee has undertaken inspection of the sanctioned layout plans, statutory approvals of the Project, title deeds and other relevant documents pertaining to the said Building/Project, and the rights and interest of the Developer to develop and construct the said Building on the Said Land, and to sell the studio apartments comprised in the said Building and enter into this Agreement and has understood and satisfied himself about the same. The rules, regulations and laws applicable to the said Project, terms and conditions of allotment of studio apartments / dwelling units in the said Project, obligations and limitation of the Allottee in respect thereof have been explained by the Developer and understood by the Allottee and there shall not be any objection by the Allottee in this respect in future. It has also been clarified and conveyed to the Allottee that the Developer may acquire and/or enter into arrangements/agreements with owners of some of the adjoining lands and make them part and parcel of the present development/Project and thereby increasing the scope and ambit of the presently planned development by having additional buildings and/or floors to be developed and constructed in the Project in accordance with sanctions and revisions of building plans as may be permitted by competent authorities. The Allottee acknowledges and confirms that the Developer has readily provided all information / clarification / explanation as required by him and he has relied solely on his own judgment to apply for allotment of said Apartment. The Allottee has/have agreed that there shall be no further investigation/objections by him/her/them in this regard.

Allottee(s)

Developer

- F. **WHEREAS** the Allottee above named, after satisfying himself and agreeing to the terms and conditions as set out in the Application Form for allotment, had applied to the Developer vide Application dated.....for purchase of an studio apartment in the said Building and pursuant thereto has been allotted the studio apartment no.("Apartment", as per the plan annexed hereto and marked as **Annexure- A** having an approximate super area admeasuringSq.mt. (.....Sq. ft.); Built Up Area admeasuring.....Sq.mt. (..... Sq. ft.) located on floor in multi-storeyed Tower no. 17 alongwith rights of exclusive use of one covered/open Car Parking Space in the said Project.
- G. **WHEREAS** the Allottee has gone through all the terms and conditions set out in this Agreement and is entering into this Agreement with full knowledge of all the laws, rules regulations, notifications, statutory provisions as applicable to the said Apartment, said Building, Said Project and the terms and conditions set out in this Agreement and that he/she/they has/have clearly read and understood and accepted his/her/their rights duties, responsibilities, obligations under each and all the clauses of this Agreement and the obligations of the Developer.

Mutual Representations

- H. **WHEREAS** the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Land/Project/Building and the terms and condltions contained in this Agreement.
- I. **WHEREAS** the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

NOW THEREFORE THIS INDENTURE WITNESSETH AND IT IS AGREED, UNDERSTOOD, ACCEPTED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DESCRIPTION OF APARTMENT

- 1.1 THAT in pursuance to the said Application of the Allottee and in consideration of the Allottee agreeing to comply with the terms & conditions of this Agreement and making timely payments of the sale price / sale consideration of the said Apartment and other charges as per the Schedule of Payments specified in **Annexure B**, the Developer hereby agrees to allot and sell and the Allottee agrees to acquire and purchase the aforesaid Apartment which is also detailed below alongwith proportionate rights and interest in Common Areas & facilities together with right of exclusive use of one Open/covered Reserved Car Parking Space for a sale price/sale consideration of Rs...../(Rupees.....only) ("**Sale Price**") towards the purchase of the said Apartment inclusive of the covered/open parking space as detailed below plus other charges which shall be in addition to the Sale Price and morefully detailed in and payable as per Schedule of Payments specified in **Annexure B** hereof.

DETAILS OF STUDIO APARTMENT:

| Apartment No. | Floor | Tower No. | Area | | | |
|---------------|-------|-----------|-------------|------------|----------------|------------|
| | | | Super Area | | Built Up Area. | |
| | | | In Sq. Mtr. | In Sq. Ft. | In Sq. Mtr. | In Sq. Ft. |
| | | | | | | |

PARKING: One No. Reserved Car Parking Space in suitable for medium sized car.

2. That in pursuance of the Application made by the Allottee and the allotment made pursuant thereto and accepted by the Allottee, the Developer agrees to sell and the Allottee agrees to buy the Apartment in "River Heights", having super area of approximatelySq.mt. (..... Sq. ft.) along with proportionate impartible and undivided rights and share in the Said Land and proportionate undivided interest in the common areas and facilities.
3. It is hereby agreed by the Parties that the Apartment along with one covered/ open parking spaces will be treated as a single Indivisible unit for all purposes including but not llimited to Uttar Pradesh Apartment (Promotion of Construction, Ownership

Allottee(s)

Developer

and Maintenance) Act, 2010 ("Apartment Act").

- 1.4 That the common areas and facilities for the usage of the Allottee along with other Apartment owners includes the area defined as "common areas and facilities" under the Apartment Act.
- 1.5 The car parking space will only be a right to park car at the specified space/ spaces and shall stand automatically transferred along with the transfer of the Apartment. The car parking space is integral part of the Apartment and cannot be detached from the Apartment being hereby sold.
- 1.6 The Allottee agrees and confirms that the parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Apartment under any of the provisions of this Agreement. All clauses of this Agreement pertaining to use, possession, cancellation etc. shall apply mutatis mutandis to the said parking spaces wherever applicable.

2. SALE PRICE

- 2.1 The Allottee shall pay to the Developer the sale price for the purchase of the Apartment inclusive of one covered parking / open parking space as per the payment plan prescribed in **Annexure-B** hereof. That the Allottee shall pay to the Developer a sum of Rs...../- (Rupees..... only) ("**Sale Price**") towards the purchase of the said Apartment inclusive of one covered/open parking space and various other charges which shall be in addition to the Sale price as detailed below: -

Studio Apartment No..... consisting ofSuper Area

Cost Details of Studio Apartment

| Particular | @ Rate (in Rs.) | Amount (in Rs.) |
|--|-----------------|-----------------|
| A) Sale Price(inclusive of one Covered/ Open Car Parking Space) | | |
| Vat Extra (as applicable) | | |
| Service Tax Extra (As applicable) | | |
| Sub Total A | | |
| B) other charges | | |
| (i) Club Membership | | |
| (ii) Power Back-up facility -----KVA | | |
| (iii) | | |
| Service Tax Extra (As applicable) | | |
| Sub Total B | | |
| C) Complex Maintenance & Management (CMM) | | |
| (i) 2 years Advance Maintenance Charges (AMC). | | |
| (ii) EMCC(Electronic Meter Connection Charges) on Possession | | |
| (iii) Optical Fiber Charges (Nano Network) as applicable | | |
| (iv) Building Insurance | | |
| Vat Extra (as applicable) | | |
| Service Tax Extra (As applicable) | | |
| (D) Security deposit | | |
| (i) (IFMS) Interest Free Maintenance Security (Non refundable) | | |

| | | |
|--|--|--|
| (ii) 2 years Advance Sinking Fund (Non refundable) | | |
| (iii) Optical Fiber (Nano Network) as applicable refundable by the service provider) | | |
| (E) Metro cess as applicable | | |
| (F) Any other Tax/Cess/duty/other charges as applicable | | |
| | | |
| Grand Total (in Figures) | | |
| Grand Total (in words) | | |

2.2 In addition to the Sale Price and other charges as mentioned in Clause 2.1, the Allottee shall also be liable to make payment of the following charges / amount in respect of the said Apartment as and when demanded by the concerned authority(ies):

- Amount towards payment of stamp duty and registration of sale/transfer deed;
- Service tax as per the prevailing rates on the Apartment;
- Any type of Taxes/Cess as Imposed by the statutory / concerned authorities on the Apartment; and/or
- Maintenance Charges with applicable Taxes/Cess etc.

The Developer hereby represents to the Allottee that the Sale Price as prescribed in Clause 2.1 above has been agreed to on the basis of EDC/IDC payable as on the date of execution of this Agreement.

Any increase in the rates of IDC and EDC imposed by the Government after the date of execution of this Agreement, or any Imposition/levy of additional levy(ies), fees, cesses, charges etc. in the nature of infrastructure charges and or by whatever name leviable in future imposed/levied by the Government of Uttar Pradesh or any other authority, shall be paid by the Allottee either directly to the concerned authorities or if paid by the Developer on behalf of the Allottee or demanded from the Developer, pay the same to the Developer on pro-rata basis as specified in of this Agreement over and above the Sale Price and other charges as prescribed in Clause 2.1 above. In case if such payment is made in installments by the Developer, then the Allottee shall also be liable to make such payment in installments alongwith the normal interest, if any, charged by the Government to the Developer. Any penal interest imposed by the concerned authorities shall be paid by the Developer of its own.

3 The Sale Price is escalation-free, save and except the increases which the Allottee hereby agrees to pay, like increase in EDC, IDC and/or any other increase in charges which may be levied or imposed by the Governmental Authorities from time to time as stated in this Agreement. In case such EDC, IDC etc are levied/ demanded by the Government from the Developer with retrospective effect, the Allottee shall be liable to pay the same on demand being raised by the Developer on pro-rata basis along with interest as demanded by the concerned authorities as stated hereinabove.

4 The Developer while raising a demand on the Allottee for increase in EDC, IDC or cost/charges imposed by the Governmental Authorities, shall make available the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.

5 It is hereby clarified by the Developer that any additional car parking spaces forms part of the Independent Areas as defined in the Apartment Act. Any additional car parking space (s) forming part of such Independent Area will be charged extra by the Developer at the prevailing rate and will be offered subject to availability.

6 The Sale Price of the Apartment does not include the cost of electrical equipments and fixtures etc. within the Apartment which shall be installed by the Allottee at his/her/its own cost.

7 It is hereby agreed that due to any change or enactment of any legislation, laws, bylaws or Government orders, directives, guidelines or change /amendments in Fire Code including the National Building Code, if any additional fire safety measures are required to be installed, the Developer shall install the same and the said liability, after the handing of possession, shall be of the Allottee who shall pay on pro rata basis.

8 That in addition to the Sale Price and Other Charges as prescribed in Clause 2.1 above, the Allottee shall also be liable to pay maintenance charges and various other charges as detailed in this Agreement, all of which are distinct and separate from the Sale Price and Other Charges as prescribed in Clause 2.1 above.

9 The Parties hereby agree that 10% of the Sale Price shall be treated as earnest money under this Agreement ("Earnest Money").

10 The Earnest Money shall not include any other charges such as PLC, brokerage charges etc. However, the Earnest Money shall be liable for forfeiture in case any of the following contingencies occur:

- In case the Allottee terminates the present Agreement without any default or breach by the Developer.
- In case the Allottee delays in making payments of amounts due herein for a period of three months.
- Apart from Earnest Money, the brokerage charges, interest due on delayed payments and any other dues of the Developer as per terms herein contained shall also be deducted by the Developer in the events prescribed in Clause 2.10 above.

3 PAYMENT

- 3.1 The Sale Price shall be paid by the Allottee to the Developer as per the (.....) Payment Plan opted by the Allottee and specified in **Annexure B** hereto.
- 3.2 That the Allottee has already paid a sum of Rs. /- (Rupees..... Only) being part payment towards the Sale Price of the Apartment at the time of application as per the following details:

| Cheque No. | Date | Drawn On | Amount (in Rs.) |
|------------|------|----------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |

- 3.3 That the Allottee agrees to pay the remaining price of the Apartment as prescribed in Schedule of Payments and all other charges as described in this Agreement on or before due dates.
- 3.4 The Allottee shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Schedule of Payments as specified in **Annexure B** through A/c Payee cheque/demand draft in favour of "Carol Infrastructure Pvt Ltd" payable at Ghaziabad/New Delhi.
- 3.5 The Allottee shall be liable to make the payment of the installment as specified in the Schedule of Payments upon completion of the corresponding construction stage being completed by the Developer as per the plan of the Project. In case, the Allottee has opted for down payment plan, the Allottee shall make payment of amounts payable on the respective due dates as prescribed in **Annexure B** hereof.
- 3.6 That timely payment of each installment and other charges with respect to the Apartment is the essence of this Agreement. It shall be incumbent on the Allottee to comply with the terms of payment and/or other terms and conditions of this Agreement as stipulated herein.
- 3.7 A demand for payment shall be sufficiently made by dispatching a letter/ notice by way of registered / Speed Post and shall be deemed to have been made on the expiry of three days after the posting of such letter/ notice. The payment is to be made within [30] days from the due date as per Schedule of Payment.
- 3.8 The payment, on or before due date, of sale price and other amounts payable by the Allottee as per the payment plan opted by the Allottee or as demanded by the Developer, from time to time, is the essence of this Agreement. In case the Allottee fails to make the payments as aforesaid, the Allottee shall be liable to pay interest thereon @ 18% per annum from the due date of the instalment/ payment till the date of actual payment. In case, the Allottee fails to make the payment with interest as aforesaid within a period of 3 months from the said due date, the Developer shall have the right to cancel the allotment and forfeit the Earnest Money. In such circumstances, the Developer shall refund the amounts paid by the Allottee over and above the Earnest Money, after deducting the brokerage paid on the Apartment, interest on delayed payments, any interest paid, due or payable, and any other amount of a non- refundable nature, and the Allottee shall be left with no lien or claim on the said Apartment in any manner whatsoever.
- 3.9 Without prejudice to the Developer's rights to terminate/cancel this Agreement as provided in Clause 3.8, the Developer at its sole discretion may condone the delay in payment of any installment and/or other charges required to be made in accordance with the Schedule of Payment plan, by charging interest @ 18 % per annum for the period of delay. This discretion for acceptance of the delayed payment with interest as aforesaid shall exclusively vest with the Developer and all decision by the Developer in this regard shall be final and binding on the Allottee.
- 3.10 The Developer shall adjust the Payment received from Allottee first towards the interest and Other Charges, if any, due from the Allottee and the balance, if any, towards the Sale Price and the Allottee undertakes not to object/demand/direct the Developer to adjust his payments in any manner otherwise.
- 3.11 In the event of this Agreement being terminated/ cancelled as provided in Clause 3.8, the Developer shall be free to sell the Apartment to any third party.
- 3.12 Notwithstanding anything contained above, in case the Allottee is not desirous of going ahead with the purchase and himself intends to get this Agreement cancelled, he shall be entitled only to the refund of all amount/s paid by him to the Developer without any interest thereon, after deducting the Earnest Money, brokerage, interest on delayed payment or any other dues as per the terms of the Agreement. It is specifically made clear in case the Developer is required to make refund the same shall be made by the Developer through account payee cheques payable at Ghaziabad/New Delhi within 30 days of such cancellation and subject to the release of mortgage by the bank/financial institution of the Allottee on the Apartment.
- 3.13 For all payments, the date of clearance of the cheque shall be taken as the date of payment. A cheque which is dishonored for any reason whatsoever will call for an administrative handling charge of Rs. 1,000/-.

Allottee(s)

Developer

- 3.14 **Payment**, if any, other than towards **Sale Price** shall be **drawn/issued** by **drawing cheque/Pay Order/Demand Draft** payable to the appropriate account as directed by the Developer from time to time.
- 3.15 It is hereby agreed by the Allottee that wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the said Building/Project, the same shall be the proportion which the super area of the Apartment bears to the total super area of all the apartments in the said Building/Project, as the context may require.
- 3.16 The Allottee shall have no objection, before the execution of the sale/conveyance deed, against the Developer raising finance/loan from any financial institution by way of mortgage/charge/securitization of receivables or in any other mode or manner against the Apartment in the Project subject to the condition that the Apartment shall be free from all encumbrances created by the Developer before the execution of the sale/conveyance deed.
- 3.17 It will be open to the Allottee to have the Apartment financed from an approved Bank/Financial Institution. The Agreement between the Allottee and the Bank/Financial Institution will be a matter between them except that if upon an approved Bank giving a guarantee to the Developer (or their Bankers) to pay the installments on the due dates, the Banker or any financier of the Developer may/ shall release/transfer mortgage of this particular Apartment in favour of the Allottee's Bank/Financial Institution directly who can then hold the same as security for recovery of their dues against the Allottee.
- 3.18 The consent of the Developer will be required in writing for creation of mortgage of the rights of the Allottee, derived from this Agreement.
- 3.19 The Allottee's obligation to purchase the Apartment pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this Agreement whether or not he/she/it has been able to obtain financing for the purchase of the Apartment.

4 PLANS AND SPECIFICATIONS

- 4.1 The Allottee has seen and accepted the Schedule of Payments specified in **Annexure-B**, apartment and floor plans, layout plans as represented by the Developer to have been approved by the Government agencies and the specifications of the Apartment annexed hereto as **Annexure-C**. Subject to the terms of this Agreement, the Developer will construct the said Project and the Building in accordance with the said lay out plans, floor plans and specifications.
- 4.2 The Allottee has seen and reviewed the layout plans showing the proposed Building and facilities in the said Project, and accepts and agrees that the same are tentative and provisional and are subject to change/ modification/ variation/ alteration/ deletions by the Developer at the instance of the sanctioning authorities, architect or by the Developer if in its opinion such change/variation is required.
- 4.3 The Developer undertakes to abide by plans approved by the Government agencies and shall also abide by the bye-laws, Floor Area Ratio (FAR) and density norms and provisions prescribed by the Ghaziabad Development Authority and other applicable laws.
- 4.4 That for any alteration / modification as the Developer may deem fit or as directed by any competent authority (ies) resulting +/- 3% change in the Super Area of the Apartment, there will be no extra charge/ claim by the Developer and the Allottee also shall not be entitled for any refund. However any major alteration/ modification resulting in more than +/-3% in Super Area of the Apartment, any time prior to the possession of the Apartment, the Developer will intimate to the Allottee in writing the changes thereof and the change in the enhanced cost of Apartment and the Allottee shall have to pay the amount to the Developer. The Allottee has to give his consent in writing within 30 days from date of such notice. If any Allottee does not agree to such alteration/modification, then he may opt to surrender his allotment in writing within the aforesaid period of 30 days whereupon, the allotment shall be cancelled and the Developer will refund the entire money received from the Allottee without any deduction and with interest @ 12% interest per annum. If no communication is received from the Allottee within the aforesaid period of 30 days, it shall be deemed to be the consent of the Allottee. No other claim of the Allottee shall be considered in this regard. It is hereby clarified that any alteration/ modification resulting in more than +/-3% change then the demand or refund shall be applicable for the entire area e.g., for a +/-4% change the demand or refund shall be applicable for total +/-4% area. The certificate of project Architect confirming the final Super Area of the Apartment in this regard shall be final and binding on both the Parties.
- 4.5 The Developer shall confirm the final super area that has been allotted to the Allottee after the construction of the said Building is complete, by furnishing details of the changes in the super area. If any changes are brought in the super area as per the aforesaid clause, the Developer shall recalculate the price payable for the super area and if there is need for any adjustment in the Sale Price on account of such changes it shall be made immediately or on the demand by the Developer.

i. MAINTENANCE CHARGES AND OTHER PAYMENTS

- i.1 The maintenance of the common areas and provision of common services, facilities and amenities shall be carried out by the Developer or the Maintenance Agency nominated by it for a period of two years after the offer of possession of the Apartment. The Allottee shall enter into and execute a maintenance agreement, for the maintenance of the common areas of the said Project with the Developer and/or 'Maintenance Agency' nominated by the Developer as per terms and conditions agreed between the Developer and such Maintenance Agency for the aforesaid period of two years. The maintenance of common areas after the aforesaid period of two years shall be handed over by the Developer/Maintenance Agency to the association of

apartment owners formed under the provisions of the Apartment Act and the maintenance charges therefrom shall be payable to association of apartment owners. Upon handing over of maintenance services to the said association of apartment owners, all responsibilities of the Maintenance Agency shall be taken over by the said association of apartment owners and association may decide to modify, alter, add, delete any one or more of the terms and conditions of the maintenance agreement or cancel the agreement in toto. The association of apartment owners shall become liable to carry out maintenance activities and services. The allottees of the said Project shall thereafter pay such maintenance and/or membership charges as may be levied by such association of apartment owners for provision of maintenance services.

- 5.2 The Allottee shall also be liable to pay the charges incurred for maintenance of the common areas and provision of common services, facilities and amenities within the said Project ("**Maintenance Charges**") to the Developer or the Maintenance Agency for the aforesaid period of two years and thereafter to the association of apartment owners
- 5.3 That the scope of maintenance and general upkeep of various common services within the said Project will comprise of operation and maintenance of lifts, generators, fire-fighting system, garbage disposal and upkeep of common areas, water supply, sewerage system, street lighting, maintenance and upkeep of internal roads, pathways, boundary walls/ fencing, horticulture, drainage system, general watch and ward within the said Project, insurance of the building(s) and common installations/ equipments/ machines in the said Project, statutory fees/ charges, salary and benefits to the staff/ employees of the Maintenance Agency, expenses incurred on consumption of energy for common areas, power back-up, water, etc.
- 5.4 The Allottee shall be required to and hereby agrees to execute Maintenance Agreement with the said Maintenance Agency or the Developer before taking possession of said Apartment, for managing and maintaining all common areas, services and facilities in the said Project, failing which the Allottee will not be entitled for common services including Water and Electricity Supply. The Allottee undertakes to abide by the terms and conditions of the Maintenance Agreement from time to time.
- 5.5 The Allottee agrees to pay to the Maintenance Agency nominated by the Developer, the Maintenance Charges as fixed by the Developer for 2 years in advance (hereinafter referred to as Advance Maintenance Charges) at the time of possession together with service tax and / or any other taxes as applicable at that time, based on per Sq.ft. of Super Area of said Apartment. The Maintenance Charges has been fixed on the basis of prices and costs prevailing as on date and the same shall be fixed in the context of prices and costs prevailing at the time of possession. The Developer reserves the right to enhance the maintenance charges payable by way of further one time, annual or monthly charge, should the Maintenance Charges fall insufficient for the proper maintenance of the Project.
- 5.6
 - a) The Maintenance Charges shall include costs and expenses of following services within the said Project:
 - i) House keeping of Common Areas and Facilities.
 - ii) Watch & Ward Security of the Project.
 - iii) Operation of common facilities and equipment excluding club house and swimming pool.
 - iv) Horticulture.
 - v) Annual Maintenance Contracts (non-comprehensive) for lifts, generators, fire fighting equipments, Security Systems installed in the Project.
 - vi) Administrative expenses including salaries of maintenance and other staff.
 - b) It is further agreed and confirmed by the Parties that the services mentioned below are not included in the Scope of Common Area / Maintenance Services;
 - i. Seepage defects inside the units either due to faults in the affected unit or in the other units;
 - ii. Painting of the insides of units;
 - iii. Insurance of contents within the units;
 - iv. Run errand for payment of utility (telephone, electricity, gas etc) bills of Allottee;
 - v. Portage;
 - vi. Painting/ Polishing of main entrance door of Allottee unit;
 - vii. Replacement of broken windowpanes;
 - viii. Cleaning of choked drain inside the unit;
 - ix. Electricity, Plumbing or other mechanical faults inside the units;
 - x. Repair / installation of Allottee owned electrical and plumbing equipments.

6 POSSESSION OF APARTMENT

- 6.1 The Developer, subject to Force Majeure, will endeavor to complete the construction work of the said Building on or before, 201.....with a grace period of 6 months and shall thereafter offer the possession of the Apartment along with proportionate rights in the common areas and facilities to the Allottee. In case there are any delays due to Force Majeure conditions (defined hereinafter) or circumstances beyond the control of the Developer, the Developer shall keep the Allottee fully informed and communicate new estimated date of possession.
- 6.2 If the completion of the construction of the said Building is delayed due to Force Majeure in such events the Developer shall be entitled to a reasonable extension of time for offering delivery of possession of the Apartment.

- 6.3 The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the Project/Building due to Force Majeure conditions, then this allotment shall stand terminated as if it has been terminated with mutual consent. In such an event of termination, the Developer shall refund to the Allottee the entire amount received by the Developer for the Apartment along with simple interest @ 12 %, per annum.
- 6.4 It is hereby agreed that if the Developer is unable to construct/ continue or complete the construction of the said Building due to any governmental/ regulatory authority's action provided the same is not due to the fault of the Developer, then the Developer may challenge the same by moving the appropriate courts, tribunal(s) and / or relevant authority. In such a situation, the amounts paid by the Allottee shall continue to remain with the Developer, however, the Allottee may choose to terminate the Agreement.
- 6.5 That possession of Apartment is proposed to be delivered by the Developer to the Allottee upon registration of the sale/conveyance deed, provided all dues and demands up to the date of such possession under this Agreement by the Allottee have been made to the Developer along with interest for delays and taxes if any.
- 6.6 The possession of the said Apartment shall be offered and delivered to the Allottee after the completion of construction of the Building and the possession shall have to be taken by the Allottee within 30 days from the date of issue of such notice.
- 6.7 If the Allottee fails, refuses and/or neglects to take possession of the Apartment from the Developer for any reasons whatsoever, the Apartment shall be held at the risk and cost of the Allottee and the Allottee shall be liable to pay holding charges on super area basis @ Rs.5/- per square foot per month, for the period the Allottee does not take actual physical delivery of the Apartment. These Holding Charges shall be a distinct charge and shall be in addition to the maintenance and other charges, i.e., not related to any other charges as provided in this Agreement, which shall also run side by side.
- 6.8 If the Allottee fails to meet the above mentioned condition within 90 days from the date of the receipt of the written intimation, then the Developer may exercise the option of terminating the Agreement. If the Developer elects to terminate this Agreement, the Developer shall have the right to forfeit and retain the Earnest Money and refund the balance amount to the Allottee without interest within 30 days and the Allottee shall be left with no rights/claims against the Developer and/or the said Apartment.
- 6.9 It is agreed that after delivery of possession of said Apartment, the Allottee shall have no claim against the Developer in respect of any item of work which may be said not to have been carried out or completed or for non compliance of any designs, specifications, building materials or for any reason whatsoever. The construction of the said Project shall be supervised by a team of qualified and experienced engineers and professional appointed/engaged by the Developer. However, in case of any defect, observed in the said Apartment within a period not exceeding one year from possession/ deemed possession, the Developer shall endeavor to rectify and repair the same to the extent as may be normally, practically and technically feasible in the existing situation. However, the Developer shall not be responsible for any defect or damage caused by any act of providence, insurrection, civil riot, third party, delay in taking possession or by occupants of the said Apartment or occupants of other apartments/areas in the said Building / Project.

7 OWNERSHIP AND TRANSFER

- 7.1 Upon completion of construction of the Building and upon all payments as envisaged hereunder having been made, the Parties shall execute a sale/Conveyance deed for the Apartment in the format prepared by the Developer and cause it to be registered in favour of the Allottee. The Allottee shall not delay the execution of same in any manner.
- 7.2 That all costs, charges and expenses towards execution of the sale/conveyance deed including any statutory charges /demands, stamp duty, registration expenses, legal fees, miscellaneous or other additional or related charges, if any, payable under law or demanded by any concerned authority shall be paid and borne by the Allottee only.
- 7.3 If the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc., the Allottee authorizes the Developer to withhold registration of the sale/conveyance deed in his/her/its favour the Allottee shall also be liable to pay the Holding Charges including the Maintenance Charges for such delayed period.
- 7.4 The Said Land on which the Project is constructed will ultimately be shared by the owners of various apartments including the Allottee in the said Project including any extended area. The Allottee accepts and agrees that he shall have no right to claim partition of the Said Land and/or common areas/facilities.
- 7.5 That the Parties shall comply with the provisions of the Apartment Act to the extent applicable to the Project.
- 7.6 That the Allottee shall from time to time sign all applications, papers, documents, maintenance agreement and all other relevant papers, as required in pursuance to this transaction and do all the acts, deeds and things as the Developer may require for safeguarding the interests of the Developer and other apartment owners in the said Project/Building.
- 7.7 The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and Indian Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).
- 7.8 In case Allottee of the Apartment applies for transfer of the Apartment then a transfer fee of Rs. 100/- per sq. ft of the Super Area shall be levied and paid to the Developer. However in case of transfer to relatives of the Allottee, one transfer shall be free of any transfer fee but any subsequent transfer shall be charged at the aforesaid rates. For the purpose of this clause, the term relatives shall be construed as per the provision of Companies Act. The aforesaid transfer fee of Rs. 100/- per Sq. Ft. can be revised by the Developer from time to time at its sole discretion.

Allottee(s)

Developer

- 7.9 The claims, if any, between transferor and transferee as result of any dispute amongst them either in reduction/increase in the area or its location or for any other reason, will be settled between themselves, i.e., transferor and transferee. The Developer shall not be a party to it and neither shall be liable in any manner.
- 7.10 After the execution of the sale/conveyance deed of the Apartment, any further transfer will depend on and/or other laws' requirements of other authorities/bodies as also permission of the association of apartment owners.
- 7.11 The Allottee/occupants of the Apartment/subsequent transferee undertakes to abide by the statutory approvals, all the laws, rules and regulations, Government Orders, including all acts, other laws applicable earlier or made applicable hereafter to the said Apartment/Project/Building and as amended from time to time.
- 7.12 The Allottee shall not assign, transfer, lease or part with possession of the Apartment without taking "No Dues Certificate" from the Developer/association of apartment owners as the case may be.
- 7.13 All present or future owners, tenants or future tenants, or any other person that might use the facilities of the Project in any manner, are subject to the provisions of this Agreement; and the mere acquisition or rental of any of the Apartment of the Project or the mere act of occupancy of any of the Apartment shall signify that the provisions of this Agreement are accepted and ratified.
- 7.14 That this Agreement has been executed in Duplicate, i.e., the:
- a) Allottee's original (which will be the document of title for purposes of any equitable mortgage);
 - b) Developer's original; and
- The possession of this Agreement is important akin to document of title. No refund of any kind will be permitted unless the Allottee's original have been returned to the Developer.

7.15 The counter-part of this Agreement shall be executed by the Developer and dispatched to the Allottee within 30 days from the date of its receipt from the Allottee.

8. RIGHTS AND OBLIGATIONS OF THE ALLOTTEE

- 8.1 The Allottee shall have exclusive ownership of the Apartment. He can avail the other facilities as provided in this Agreement or as may be put in place by the association of apartment owners, subject to the payment of charges as provided.
- 8.2 That it is agreed and accepted that the Allottee shall have ownership of said Apartment i.e. covered area of said Apartment as described above. The Allottee shall also have undivided proportionate share and interest in Common Areas and Facilities within the said Project which he shall use harmoniously along with other allottees / occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that inclusion of Common Areas and Facilities as specified above in the computation of Super Area shall not give any right, title or interest therein as such to the Allottee, except as expressly provided herein and subject to timely payment of Maintenance Charges. However, the commonly used areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved car parking spaces individually allotted to respective flat owners for their personal use in the open/basement. The Developer shall have the right to mark and demarcate certain areas out of the Common Areas and Facilities as Independent Areas on ground, terrace or elsewhere in the Project including open/ covered parking spaces for the use of specified/certain apartments to the exclusion of other apartments/owners.
- 8.3 That save and except for said Apartment allotted herein as aforesaid, together with all easementary rights attached therewith including common and undivided right in the Common Areas and Facilities and of Ingress and egress over Common Areas within the said Project, except for that, all roofs/terraces of buildings, basements, unallotted parking spaces and all unallotted/unsold built-up areas in the Project including other buildings, independent areas viz commercial spaces etc. even if provided in stilts / basements and all open lands / areas presently vacant for sanctioned / permissible / future development & construction of buildings, are specifically excluded from the scope of this Allotment and the Allottee shall have no ownership rights, or other rights/claims whatsoever except as specifically provided in this Agreement and they shall continue to vest in the Developer who shall always be deemed to be in possession of the same and the Developer shall have the sole right and absolute authority to deal with such areas and spaces in any manner including by way of sale, transfer, lease or any other mode which the Developer may deem fit in its sole discretion. The Allottee shall not raise any objection in any manner in connection therewith in person or in form of association and all liquidated losses / damages suffered due to wrong acts of the Allottee or association of allottees will be liable to be paid to the Developer by defaulting allottee / association.
- 8.4 The Allottee is aware that merely purchasing the Apartment is not enough and that the upkeep of the Apartment; the common areas; the security and order, within the said Project; and the conduct of the residents/occupiers enable full utility of the Apartment. To be able to do so, it requires extensive restrictions on the user of the Apartment, common areas to which the Allottee in his own interest agrees to.
- 8.5 The Developer shall apply and obtain the bulk supply of electricity from the commission/ regulatory/ licensing authority constituted by the Government of Uttar Pradesh. The Developer will deposit the required security with the said authority and will take the reimbursement from the Allottee on proportionate basis.
- 8.6 The Developer will install prepaid dual metering system for the entire Project and one dual meter will be provided for each apartment which will measure the electricity supplied by the authorities and electricity consumed generated by the generator separately. The Allottee will pay in advance for the electricity supplied by the authorities as per the rules formulated by the

Maintenance Agency/ association of apartment owners and will pay for the electricity consumed and generated by the generators at the rates fixed by the Maintenance Agency/ association of apartment owners through the monthly maintenance bills.

- 8.7 The Allottee shall 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, agrees to pay/deposit the charges/amounts, as per the Schedule of Payment opted by the Allottee.
- 8.8 That the Apartment shall be used for pure residence and shall not be used for any other purpose. While there is no bar to professionals such as lawyers, doctors, chartered accountants, chartered engineers, architects, teachers, artists, consultants, etc. assuming residence and they may also use one room for their study, they shall not use this place for professional consultancy services. Though an occasional visitor will not be prohibited, anything more than that will be barred so as to maintain the necessary security, serenity and ambience in the said Project.
- 8.9 The Allottee shall at his own cost keep the said Apartment in good and tenantable condition, and repair and maintain the same properly. Allottee shall also keep the inside of the said Apartment in a neat, clean and tidy condition. He will ensure that all dirt, refuse and waste are properly transported out in covered cans / bags.
- 8.10 The Allottee shall neither himself do, nor permit or suffer anything to be done in any manner to any part of the Building, the staircase, lifts, shafts and common passages, compound or anything connected with or pertaining to the Building which would expose the Building to any kind of risk or loss, whether physical legal or otherwise be unbecoming of a high-class housing Project.
- 8.11 The terms and conditions laid by GDA in the terms of the sanction plans and other statutory approvals shall be binding on the Allottee and all other transferees(s) etc. Nothing contained in this Agreement will enable the Allottee to do or cause to be done anything which is not permitted by the aforesaid approvals and the conveyance deed. The restrictions placed herein shall operate in addition to those imposed by the competent authority of Central / State Government. There shall be no condonation of the breach of these terms, not even against imposition of penalty.
- 8.12 In case any penalty or fine is imposed by the competent authority Central/State Government for violation of any law by the Allottee, the same shall be paid by the Allottee. The Allottee shall also keep the Developer, the Maintenance Agency and the association of apartment owners fully harmless and indemnified from any claim/ penalty of the authorities levied on account of violation of any statutory approvals or any related law by him.
- 8.13 The Allottee shall not demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Apartment or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural support. Further, no damage to the Building would be caused in any manner and all consideration of safety, fire fighting systems will have to be observed/ maintained.
- 8.14 The Allottee undertakes that he shall not sub-divide the Apartment in any manner. It is and will remain a single studio Apartment.
- 8.15 That the Allottee shall have no right to change the colour scheme or paint of the outer walls or the exterior side of the doors and windows etc. The exterior of the Apartment will be maintained exactly as laid down by the association of the apartment owners/Maintenance Agency, but for the interior, there will be reasonable discretion with the Allottee.
- 8.16 Every Allottee must perform promptly all maintenance and repair work within the Apartment which, if omitted, would affect the said Project in its entirety or in part belonging to other Allottees, he being expressly responsible for the damages and liabilities that failure to which may endanger building/s and other occupants. The Allottee shall promptly report to the association of apartment owners any defect or need for repairs, the responsibility for which is that of the association of apartment owners /Maintenance Agency.
- 8.17 The Allottee or occupant or any of his agents, servants, employees, licensees, or visitors shall not do any act or store / stock / bring into / keep in the said Apartment any goods / material / fluid/ chemical / substance of explosive / hazardous / combustible / flammable nature, which may cause risk by fire, or which, on account of their nature or weight, may cause damage to or endanger the structure or safety of the Building or neighbouring apartments, and / or the assets of the other occupants or the equipments in the said Project, and/or expose others to risk.
- 8.18 The structure of the said Building shall be got insured by the Developer/Maintenance Agency / association of apartment owners on behalf of all the allottees and the cost thereof shall be payable by Allottee as part of the maintenance bill raised by the Developer/maintenance agency/ association of apartment owners.
- 8.19 Nothing shall be done, or permitted to be done, or any article / substance kept in any apartment or in any common areas, which will increase the rate of insurance on any apartment or common area, or which may render void or voidable insurance of any Apartment or the common areas of the said Project or the common installations / equipments / machines in the said Project, or which would be in violation of any law. The Allottee shall be solely responsible and liable for such losses.
- 8.20 THAT the Allottee shall not cause obstruction or hindrance of any nature in / to the staircases / driveways and any other common passages and areas within the said Building/Project and services and facilities therein in any manner whatsoever nor shall do anything which may hinder/obstruct proper and uninterrupted use of such common areas/facilities by allottees of other flats.
- 8.21 The Allottee is in the full knowledge of all laws, rules, regulations, notifications applicable in general and this Project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she/it has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any

Allottee(s)

Developer

development authority/ municipal authority/ Government or any other competent authority in respect of the Apartment/ Building at his/ her own cost and keep the Developer indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

- 8.22 The Allottee(s) having NRI status or being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any applicant and such third party shall not have any right in the allotment of the said Apartment allotted herein in any way. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/the Developer, the amount paid towards booking and further consideration will be returned by the Developer as per applicable rules without any interest and the allotment and this agreement shall stand cancelled forthwith. The Allottee agrees that the Developer will not be liable in any manner on such account.

9. USE OF COMMON AREAS & FACILITIES

- 9.1 It is hereby agreed by the Allottee that there shall be several restrictions on the use of common areas & facilities as defined under this Agreement, some of which are placed by these presents and others may be placed by the association of apartment owners/ Maintenance Agency by a resolution passed by the majority to that effect.
- 9.2 The user of common areas will be in a reasonable and practical manner. No encroaching upon or enclosing of it shall be permitted.
- 9.3 The Allottee shall have no right to build upon, encroach or obstruct the common areas / utilities / facilities /services / communication areas of the said Project or cause hindrance in their use and enjoyment. The Allottee shall also not plant or maintain any matter or thing upon, over or under such areas. Nor shall any Allottee place trash, garbage, excess materials of any kind on or about the common areas, nor work upon any materials on, over or above the common areas. There shall be no structural alteration, construction, or removal of any building, fence, or other structure in any common area.
- 9.4 The Allottee shall not store, stack or dump any articles or goods, or permit the same to be stored or dumped in the common areas, passages, staircases, compound, or in any part of the said Building other than the inside of the Apartment hereby agreed to be sold to him. The lobby/corridors / passages in the towers will not be blocked and even the dead end streets will not be encroached upon in any way.
- 9.5 The lawns and parks will be separate from the playgrounds. There will be restrictions on the user of lawns and parks as the association of the apartment owners/Maintenance Agency may impose. On the lanes inside the said Project, there shall be no parking of vehicles except at designated places. The car parking space whether covered or uncovered would be used exclusively for parking of light motorised vehicles and would not be used as storage or put to any other use under any circumstances, inclusive of housing pets, cattle, animals, etc. Pet dogs and cats shall not be permitted in the common areas except when they are on a leash and accompanied by a responsible person while cattle or other animals shall not be permitted at all anywhere in the said Project. The Maintenance Agency/ association of apartment owners has the powers to make further rules in this regard for the common benefit of the residents/occupants of the said Project.
- 9.6 That the Allottee shall have not make any pollution (including noise, air or water) by use of loudspeaker or otherwise and / or throw away or accumulate rubbish, dust, rag, garbage or refuse, anywhere save and except at areas / places specifically earmarked for the purpose in the said Project.
- 9.7 Since the Apartment hereby agreed to be sold is part of a group housing the Allottee requests that stringent measures to ensure security and safety be put in place. The entry into the said Project as also in each tower shall carry several restrictions, and so with a view to provide safety and security. The visitors may have to be screened and to any undesirable person the entry is prohibited or other records maintained. The final decision in this regard will be of the Maintenance Agency/ association of apartment owners. The Allottee will submit to and cooperate with all such requirements so as to maintain a level of safety and security for the residents.
- 9.8 The association of the apartment owners (or its agent duly appointed) shall be free to restrict the entry into the said Project of anyone whom they consider undesirable, without assigning any reason whatsoever, at the outer gate itself. In case of insistence, the security staff of the Building will be at liberty to call upon the Allottee / lawful tenant / occupant to come to the gate and personally escort the person from the gate to his apartment and assume the responsibility of escorting him out as well. If required the Maintenance Agency/ association of the apartment owners (or its agent duly appointed) can also ask for the proof of the identity of the guest.
- 9.9 The costs incurred (for all these security and related services) will be part of the maintenance charges. Further, this 'security service' will be without any liability of any kind, including any liability for any mishap caused by the miscreants, upon the Developer, association or their agents.
- 9.10 The Allottee or anyone claiming under him shall not deface walls, litter or spit in the common areas and facilities.

10 REPRESENTATIONS AND OBLIGATIONS OF DEVELOPER

- 10.1 The Developer shall abide by the time schedule for completing the construction, creating the facilities and handing over the

Apartment to the Allottee.

- 10.2 The Developer represents that upon completion of the said Building and subject to receipt of the entire Sale Price and Other Charges in terms of this Agreement and discharge of the obligations herein undertaken by the Allottee, the freehold rights in the Apartment will be conveyed to the Allottee in terms of this Agreement.
- 10.3 That the Developer will carry out the construction and development in terms of the sanctioned plan and discharge all its obligations under this Agreement.
- 10.4 The Developer undertakes to provide residential electricity connection through State Electricity Boards or any other concerned body with sufficient capacity for the said Project.
- 10.5 The Developer shall also provide backup power facility. The backup power plant may be located within the said Project and the same shall be an integral part of the Common Area and Facilities of the said Project and for the exclusive use of the said Project.
- 10.6 The Developer has the right to adjust the maintenance bill against the interest free maintenance security as mentioned in Clause 2.1 in case of any defaults in the payment of maintenance bills.
- 10.7 The Developer reserves the right to increase the interest free maintenance security from time to time in keeping with the increase in the cost of maintenance services and the Allottee agrees to pay such increases within 15 days of demand by the Developer.
- 10.8 The Developer shall have the right, without any approval from any Allottee to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartment(s) within the Building.

11. EVENTS OF DEFAULTS AND CONSEQUENCES

- 11.1 Subject to the Force Majeure clause and the Allottee duly performing its obligations under the Agreement, the Developer shall be considered under a condition of Default, if it fails to deliver on any of the following milestones:
- (i) Developer changes the specifications of the said Building in a major manner (+/-10%) without the prior written consent of the Allottee; or
 - (ii) Developer fails to provide ready to move in possession of the apartment to the Allottee within the time period specified.
- 11.2 In case of Default by Developer under the condition listed in 11.1(i) above, the Allottee is entitled to terminate this Agreement in which case the Developer shall be immediately liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with simple interest @ 12% per annum; or
- In case of Default by Developer under the condition listed in 11.1(ii) above, the Allottee shall be entitled to receive compensation at the rate Rs. 5/- per sq. ft. per month for the delay in possession beyond the stipulated time limit subject to the condition that the Allottee has not defaulted in making any payments after the date of allotment. The compensation if any shall be settled at the time of execution of Sale Deed, after which no such claim can be raised whatsoever.
- 11.3 In case the Allottee issues a letter of termination due to breach alleged by the Allottee on any of the above grounds, the Developer shall terminate this Agreement in accordance with the condition stipulated above.
- 11.4 In case the Developer chooses to abandon the Project, the Developer shall be liable to refund all the money paid by the Allottee along with simple interest of 12 % per annum.

12 GENERAL

- 12.1 The Developer shall have the right to raise finance from any bank/ financial institution for carrying out construction of the said Project and for this purpose create mortgage/charge on the Said Land and proposed construction/ built-up area in favour of one or more financial institutions. The Allottee has no right to object to any action taken by the Developer to raise finance in the aforesaid manner.
- 12.2 The Allottee shall have no objection, before the execution of the conveyance deed, against the Developer raising finance/loan from any financial institution/bank/entity by way of mortgage/charge/securitization of Said Land/said Project/Building/receivables or in any other mode or manner subject to the condition that the Apartment shall be free from all encumbrances upon execution of the sale/ conveyance deed in favour of the Allottee. If requested by the Allottee, the Developer shall furnish a no objection certificate to the Allottee from its lender for the sale of the Apartment in favour of the Allottee.
- 12.3 It is hereby accepted by the Allottee that the availability of the power back-up facility shall be subject to regular payment of charges towards usage of the said facility. It is further understood and agreed by the Allottee that the power back-up facility is an additional amenity provided to the occupants of the said Project and the Allottee herein shall not claim any loss or damage, whether direct or consequential, from the Developer in the event of default on part of the association of the apartment owners/ Maintenance Agency/ any other agency or body in providing the same, to continue to provide the same. That the Allottee accepts that the Allottee shall not claim any loss or damage, whether direct or consequential, from the Developer / Maintenance Agency/ association of the apartment owners, in case of power supply with frequency and voltage fluctuations, inconsistency or non-availability of the same for reason beyond the control of the Developer/ association of the apartment owners /

Maintenance Agency/ any other agency or body providing the same.

- 12.4 The cost of electricity for the common areas and services will be met by the association of the apartment owners/ Maintenance Agency who will then recover the same from the apartment owners/ users on monthly basis to be contributed by owners/ users in proportion to the super area of their respective apartments.
- 12.5 The Allottee or occupant or any of his tenants, agents, servants, employees, licensees, or visitors shall not block any of the fire exits in any manner or for any reason whatsoever, and shall not handle or damage or render dysfunctional any of the fire-fighting equipment installed in the said Project.
- 12.6 The Building design shall incorporate adequate fire safety and escape measures, many of which will fall in common areas. These measures will be reviewed and the latest techniques in that regard will be duly enforced from time to time by the association of the apartment owners / Maintenance Agency. The Allottee on his part shall not do any act or omission which will in any way detract on the functioning or efficacy of these.
- 12.7 That at present the fire safety measures in the said Project and the Apartment have been provided as per the existing fire safety norms. If, however, due to any subsequent central or local legislations/ government regulation/ orders or directives or guidelines of any change in existing guidelines or the Government orders it becomes obligatory on the Developer to undertake additional fire safety measures, it is consented by the Allottee that he shall be liable to pay proportionate charges in respect thereof.
- 12.8 The Allottee understands that apart from the multistoried residential buildings, the said Project shall also include other facilities like club, swimming pool, etc., to which each Allottee/ occupant of the apartments in the said Project shall become a member. On the Club becoming functional, keeping in view the general requirement of the quantum of facilities available in the club and other incidental factors effecting running and maintenance, the members of the club shall pay the monthly charges as prescribed from time to time and also abide by rules and regulations formulated by the Developer/ association of the apartment owners/ Club Operator for proper management and operation of the club. Rules regarding the operation of the Club, conduct of the members or the suspension of the members may be framed/ amended from time to time by the association of the apartment owners / Maintenance Agency/those in charge of the club. The Allottee or any other occupant/resident etc shall not have any rights/interest/title in the Club as it is not part of the common areas and facilities and it has been created specifically by the Developer from its own money and it owns the constructed super area of the Club and it was not allotted to the allottees /apartment owners and not charged from Allottee/allottees. The Developer has not recovered the cost of Club etc. by charging the cost of common facilities from the Allottee/allottees.
- 12.9 The club membership will be linked with the ownership / occupation of the Apartment. Any further sale/ transfer of the Apartment will mean automatic cessation of the club membership of the Allottee, which may be granted to the new owner. However, the club membership can be temporarily assigned by the Allottee to the tenant occupying the Apartment provided the majority of the Club members do not object. Such membership of the tenant shall cease upon the lease coming to an end. At a time, only one of the two, i.e., either the Allottee or the tenant will be entitled to the membership.
- 12.10 That the structure of the Building shall be insured against fire, earthquake and any other natural calamities etc., by the maintenance agency / association of the apartment owners for and on behalf of the Allottee, but contents within the Apartment shall be insured by the Allottee/ occupant at his own cost. The cost of insuring the Building structure shall be part of the Maintenance Charges to be paid by the Allottee.
- 12.11 In addition to the Maintenance Charges, there will be a 'Sinking Fund', which will be created with the object of providing for replacement or refurbishing of capital / maintenance equipment or for carrying out major repairs to the plants and equipment, etc., installed in the said Project or towards any unforeseen contingency in future.
- 12.12 It is not possible to specify the exact scope of such replacements at this juncture and it will be worked out by the association of the apartment owners/ Maintenance Agency in their discretion as to the extent of replacement. These again will have a reasonable nexus to the actual costs incurred/ likely to be incurred, but there will be no liability to render accounts.
- 12.13 The Sinking Fund shall be paid for 2 years in advance before the commencement of the period to which they relate. The payment will be made to the association of the apartment owners / Maintenance Agency, and on failure to make any payment of this fund on or before the commencement of the accounting year, the Allottee or any one claiming under him shall not be permitted use of common facilities. The association of the apartment owners / Maintenance Agency may revise /review these charges.
- 12.14 The Allottee agrees to pay directly, or if paid by the Developer, then reimburse to the Developer on demand, Government rates, property taxes, wealth tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the said Project/or Building constructed on the Said Land or the Apartment, as the case may be, as assessable/applicable from the date of application of the Allottee and the same shall be borne and paid by the Allottee in proportion to the super area of the Apartment to the super area of all the apartments in the said Project/Building. Further, the Allottee shall be liable to pay from the date of his/her application house-tax/property-tax, fire fighting tax or any other fee or cess as and when levied by a local body or authority and so long as the Apartment of the Allottee is not separately assessed to such taxes, fee or cess, the same shall be paid by the Allottee in proportion to the super area of the Apartment to the total super area of all the apartments in the said Project/Building.

- 12.15 The Allottee has contributed a sum of Rs/- (Rupeesonly) as stated in Cl. 2.1 above as his contribution for a period of Two years towards Sinking Fund/ Capital Equipment Replacement and Repairs Fund. As and when any Capital equipment within the Buildings or the Complex including but not limited to generator sets, lifts, fire fighting arrangements, electric sub-station, VCB's, transformers, electric panels, electric cables, pumps, security systems, pre-paid electricity system, STP sewage filtration plant, drainage and water supply pipe lines or any other plant/ equipment of capital nature etc. require servicing repairs, replacement and up-gradation, the cost thereof shall be met out of the Sinking Fund/ Capital Equipment Replacement and Repairs Fund. The repairing, re-plastering painting of exteriors of the buildings, boundary walls and all common areas comprised within the Building as well as in the said Project, and all repairs / replacement in the nature of civil construction are excluded from the Scope of Maintenance Services and the cost thereof shall be met out of the Sinking Fund/ Capital Equipment Replacement and Repairs Fund. In case the funds available in the said Sinking Fund/ Capital Equipment Replacement and Repairs Fund are not sufficient to meet the requirement of the occasion for any such repairs, replacement up gradation the short fall shall be met by contributions from the Allottee and other Allottees on pro-rata basis. The sinking Fund shall never be available for any other use.
- 12.16 That the applicant & co- applicant (if any) will have equal share in the apartment and in case of death of any of them the booking will continue in the name of surviving applicant and nominee of the deceased. If no nominee has been appointed then the holding will continue in the name of surviving applicant and legal heir of the deceased on production of inheritance certificate from the competent court. Similarly in divorce case or where a dispute arises between applicants the booking will continue only after providing consent in writing by them or on production of court order settling the dispute. The interest over the delayed payment shall be charged and the dispute whatsoever stated above shall not have any effect on that.
13. **MISCELLANEOUS**
- 13.1 Waiver – (i) The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Schedule of Payments specified in Annexure B but on the condition that the Allottee shall pay to the Developer interest @18% per annum for the period of delay. It is made clear and so agreed by the Allottee that exercise of discretion by the Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottees. (ii) Failure on the part of the Developer 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. No waiver of any of the terms of this Agreement shall be effective unless made in writing and a waiver of any particular term shall not be deemed to be a waiver of any other term of this Agreement.
- 13.2 "Force Majeure" means any event or combination of events or circumstances beyond the control of a Party which cannot be prevented, or cause to be prevented, and which adversely affects and makes it impossible to perform obligations under this Agreement, which shall include:
- i) Acts of God, i.e. fire, flood, earthquake, natural disasters or acts of like nature;
 - ii) Air crashes;
 - iii) War and hostilities of war, riots or civil commotion of a prolonged nature;
 - iv) Any event or circumstance analogous to the foregoing; and
 - (v) Any action/proceeding by the Government/statutory Authorities or judicial authority.
- 13.3 If any term of the Agreement is declared void / illegal / unenforceable by a final order of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other terms or provision of this agreement unless and until the terms and provisions declared void/illegal/unenforceable shall be one expressly provided as a condition precedent or as the essence of the or comprises an integral part of, or inseparable from the remainder of the Agreement. In such an event, the Parties shall take all necessary action and shall execute such other documents as may be required, to revert to the original status.
- 13.4 That for all intents and purposes and for the purpose of the terms and conditions set out in this Agreement, singular includes plural and the masculine includes feminine gender and vice-versa. Further, depending on the context, the term Allottee would refer to either an individual or to any entity of any kind. Similarly, depending on the context, the Developer would include the maintenance agency. Likewise, depending on the nature of the clause, the words 'association of the apartment owners' and 'Maintenance Agency' may be used inter-changeably or as one.
- 13.5 In this Agreement, when it comes to restrictions on use or restraint on action, the term 'Allottee' shall include all those claiming under him including family, employees, guests and visitors.
- 13.6 That all notices to be served on the Allottee as contemplated by this Agreement shall be sent by registered A.D. post, Speed Post or hand delivery only and shall be deemed to have been duly served if sent to the sole Allottee or to the first Allottee in case of more than one Allottee, at the address mentioned in the Agreement and it shall be the responsibility of the Allottee to inform the Developer by a written letter and also obtain a formal specific receipt about all subsequent changes, if any, in his address, failing which all communications and letters posted at the first registered address will be deemed to have been received by him.
- 13.7 That, in case, there are joint Allottees, all communications shall be sent by the Developer to the Allottee whose name appears

first and at the address given by him which shall for all purposes be considered as served on all the Allottee and no separate communication shall be necessary to the other named Allottee. The Allottee (s) has agreed to this condition of the Developer.

- 13.8 All disputes, differences arising out of, in connection with or in relation to this transaction, shall be amicably discussed and settled between the Parties.
- 13.9 Any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Developer and the Allottee raising the dispute. In the event of disputes, claim and/ or differences not being amicably resolved such dispute shall be referred to Consumer Redressal Forum of Confederation of Real Estate Developers Associations of India (CREDAI) for arbitration. The proceedings of the Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended from time to time, or any rules made there under. The Allottee hereby gives his consent to the appointment of the sole arbitrator as specified herein above and waives any objections that he may have to such appointment or to the award that may be given by the Arbitrator. The venue of the Arbitration shall be Ghaziabad, U.P, India and language of arbitration shall be English. It is hereby clarified that during the arbitration proceedings the Developer and the Allottee shall continue to perform their respective rights and obligations under the Agreement.
- 13.10 This Agreement shall be governed by and interpreted in accordance with the laws of India and subject to arbitration hereinabove, the courts at Ghaziabad shall have the jurisdiction in any and all matters arising out of or in relation to this Agreement.
- 13.11 If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably 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 as applicable at the time of execution of this Agreement.
- 13.12 The captions/headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided
- 13.13 This Agreement, along with its Annexure(s), constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the Parties.
- 13.14 This Agreement shall be construed in a manner that ensures proper conduct and amiable living of the residents with wide powers to the association of the apartment owners/ Maintenance Agency to enforce discipline which will be detailed in the "Maintenance Agreement" to be signed between the parties at the time of signing of sale/Conveyance Deed.
- 13.15 The Allottee has been explained the entire contents of this Agreement in vernacular language and the Allottee has understood the contents of this entire Agreement and state that it shall be bound by all the terms and conditions mentioned herein.

(आवंटी वर्णित करता है कि इस अनुबंध के समस्त कथन मैने अपनी भाशा में भली प्रकार समझ लिये है तथा इस अनुबंध में वर्णित समस्त नियम व शर्तें उस पर पूर्णतया बाध्यकारी होगी।)

IN WITNESS WHEREOF THE PARTIES hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the place and on the day, month and year mentioned above under their respective signatures in the presence of witnesses:

SIGNED AND DELIVERED BY

by the within named Developer

CAROL INFRASTRUCTURE PVT. LTD

Through

SIGNED AND DELIVERED BY

by the within named Allottee

WITNESSED BY:

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