

**This agreement is made on Rs. 100/-
Stamp paper**

FLAY BUYER AGREEMENT

**FOR FLAT AT TWIN SPIRE PHASE – II, MAULANA
AZAD NAGAR, ALIGARH.**

BETWEEN

KHAN AND BROTHERS INFRATECH PVT. LTD.

AND

Name : Mr. XXXXXXXXX

S/o W/o XXXXXXXXXXXXXXXX

Address : XXXXXXXXXXXXXXXX

INDICATIVE TERMS AND CONDITIONS FOR ALLOTMENT OF FLAT IN RESIDENTIAL PROJECT, TWIN SPIRE, PHASE – II, MAULANA AZAD NAGAR, ALIGARH.

The intending allottee will be allotted the Flat on the following broad terms and conditions and these terms and conditions shall be comprehensively set out in the Flat Buyer's Agreement (hereinafter referred to as the "Agreement"). The following terms and conditions are indicative in nature, and shall always remain binding on the intending allottee (s)

1. The intending allottee confirms that she has been provided by the company with all the relevant information documents plans site map and such other credentials with respect to the title, ownership, competency, facilities, and basic infrastructure to be provided in the Project being developed by the Company. The Intending Allottee has confirmed that he she/they have examined the said documents plans site map etc. and are fully satisfied in all respects with regard to the rights, title and interest of the owners Company in the land on which the Project is being developed, and has understood all limitations and obligations of the Company in relation thereto and has relied solely on holder their own judgment and investigation while deciding to apply for allotment.
2. The intending Allottee shall be able to pay to consideration of Rs./- Rupee..... only) towards the basic sale price for the purchase of the Flat and other charges as per the payment plan opted by him The Company has calculated the total price payable by the Intending Allottee for the Flat on the basis of the super area of the Flat together with the proportionate cost of providing the common facilities in the building block where the Flat is to be constructed The super area given in the application is tentative and the same shall be determined at the time of completion of the Project handing over possession of the Flat.
3. It shall be an essential condition of allotment that the Flat shall not be used for any purposes other than for residential purposes.
4. The allottee shall be granted exclusive rights to use one covered parking space. Rights to use additional covered parking space may be granted by the Company on payment of extra fee by the allottee subject to availability of the same as provided in the payment plan.

5. The earnest money for the purpose of this application and Flat Buyer's Agreement shall always be 2% of the sale price that may be applicable from time to time. The earnest money shall be able to be forfeited in the event of withdrawal of allotment by the intending allottee and/or cancellation of allotment on account of default breach of the terms and conditions of allotment/transfer including non-payment of basic sale price other charges herein provided or as set out in the Flat Buyer's Agreement. In the eventuality of withdrawal/cancellation, the earnest money deposited will stand forfeited and the balance amount paid, if any, will be refunded to the intending allottee, without any interest and such refund shall be made only once the Flat is re-allotted to any other person (s).
6. The payment on or before due date of the basic sale price and other charges amounts payable by the intending allottee as per the payment plan opted by the intending allottee or as demanded by the Company from time to time is the essence of the allotment. In case, the intending allottee (s) fails to make the payments, as aforesaid, the intending allottee shall be able to pay with penalty from the due date from the due date of the installment payment till the date of actual payment. However, in case the intending allottee fails to make the payment with penalty as aforesaid within a period of three months from the said due date, the company shall have the right to cancel the allotment and forfeit the Earnest money and the intending allottee shall be left with no right in the Flat. In such a case, the earnest money deposited will stand forfeited and the balance amount paid, if any, will be refunded without any interest and such refund shall be made only once the Flat is re-allotted / sold to any other person (s).

However, in exceptional and genuine circumstances, the Company may, at its sole discretion, condone the delay in payment of installments by charging penalty and restore the allotment of either the cancelled Flat or any other flat, at the Company's sole discretion, and on such terms and conditions as it may deem fit.

7. The intending allottee (s) has been made to understand and is aware that the Project is self-financed and the completion and progress of construction is subject to timely receipt of installments and other charges as per the payment plan. The intending allottee (s) understands that withdrawal or cancellation of allotment on account of default at any time, shall affect the funding of the Project and hamper/delay its progress, resulting into incurring losses and/or damages by the company. As such, in case, the intending (s) desires for withdrawal of allotment or the allotment is cancelled on account of default breach of the terms and conditions of allotment including non-payment of basic sale price other charges, at any time after completion of 50% of the construction of amount as penalty, which shall be 10% of the total amounts paid by the intending allottee (s) at that time. The

balance amount of any, will be refunded to the intending allottee (s), without any interest and such refunded shall be made only once the Flat is re-allotted old.

8. In case the intending allottee wants to avail of a loan facility from his employer or financing bodies to facilitate the purchase of the Flat applied for the company shall facilitate the process subject to the following (a) The terms of the financing agency shall exclusively be binding and applicable upon the Intending allottee only. (b) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the intending allottee. In the event of the loan not being sanctioned or the disbursement getting delayed due to any reason whatsoever the payment to the company, as per schedule, shall be ensured by the intending allottee, failing which, the intending allottee shall be governed by time provision contained. (c) In case of default in repayment of dues of the financial institution agency by the intending allottee, the intending allottee authorize the company to cancel the allotment of the Flat and repay the amount received by the company till that date after deduction of earnest money, directly to financing institution agency on receipt of such request from financing agency without any reference to the intending allottee.
9. The intending allottee agrees that if as a result of any legislation, order or rule or regulation made for issued by the Govt. or any other authority or if any matters, issue relating to any approvals permissions, notifications by the competent authority become subject matter of any litigation or due to any force majeure conditions, the company after allotment is unable to deliver the Flat to the intending allottee, the intending allottee agree that the company if it decides in its sole discretion to refund then it shall be able only to refund the amount received from him/her without any interest or compensation whatsoever.
10. The intending allottee has seen and accepted the layout plans building plans designs and specifications, which are tentative and intending allottee authorize the company to effect suitable and necessary alterations/modifications in the same as the company may deem fit or as directed by any competent authority(ies). However, in case of any alterations / modification resulting in change in the super area of the Flat any time prior to and upon the grant of completion certificate, the company shall intimate to the intending allottee in writing the change thereof and the resultant change, if any, in the price of the Flat shall be paid by the intending allottee or refunded as the case may be. The company may on its own provide additional better specifications and/or facilities other than those specifications provided in the brochure due to technical reasons or for reasons of over-all betterment of the project and the proportionate cost of such changes will be borne by the intending allottee.

11. If the company is unable to carry out the constructions of any of the said building or the said Flat or is unable to construct and hand-over the possession of the said Flat for any reason whatsoever, the company shall endeavor to offer an alternate flat of approximately the same type/specification and in the event of non-acceptability by the allottee or non-availability of the alternate flat, the company shall refund only the actual amount received from the allottee till then and shall not be liable to pay any damages/compensation or interest to the allottee, whatsoever. The allottee irrevocably agrees not to raise any demand claim against the company on account of it not being to construct and hand over the said Flat or not providing any alternate Flat.
12. Any charge, levies, taxes or fee, in whatever the manner, which, may be charged, imposed or levied, or any increase in the existing charges and taxes, either on the Flatland or on the construction of the project or on the input or materials or equipments used or supplied in execution of or in connection with the construction of the apartment at any time, in future or retrospectively, by any statutory body, or by the Central State Government shall be paid by the allottee only on pro-rata basis and allottee shall keep the company duly indemnified for the same.
13. In case of any revision in the external or infrastructure Development Charges, or any additional charge for extra amenities/safety measures or any other charge, levy, tax, fee, cess etc. of any nature, is levied or imposed by any authority, in future or retrospectively, with respect to the project, the same shall be binding on the allottee and shall be charged to the account of the allottee on pro-rata basis and be payable to the company on demand.
14. All charges payable to various department for obtaining services connections to the Flat like electricity, telephone, water etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the intending allottee. The intending allottee shall be able to pay monthly electricity consumption charges in respect the Flat. The intending allottee shall be liable to pay the municipal/house/property tax by whatever name called, and water tax etc in respect of the Flat from the date of levy thereof.
15. The common lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc if any common space is provided in the project for organizing meetings and small functions, the same shall be used after prior permission from the maintenance agency.
16. The intending allottee shall also be liable pay the company cost of stamp duty, registration fee and legal charges for execution and registration of sale deed, at the rate which may be applicable then.

17. The company may at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the intending allottee to get the name of his/her nominee substituted in his/her place subject to such forms and conditions and administrative charges as may be prescribed by the company. The intending allottee shall be solely responsible and liable for all legal monetary or any other consequences that may arise from such nomination / transfer / assignment of the Flat by any authority, the company will have to comply with the same and the intending allottee has specifically noted the same.
18. The intending allottee, of reside (NRI Status) shall solely be responsible for the compliance of the provisions of the Foreign Exchange Management Act 1999 and any other law as may be prevailing and applicable shall be the responsibility of the intending allottee.
19. The intending allottee shall inform the company in writing any change in the mailing address mentioned in this application failing which all demands, notice etc, by the company shall be mailed to the address given in this application and deemed to have been received by the intending allottee
20. In case there are joint applicants all communications shall be sent by the company to the First intending allottee only at the mailing address given by him which shall be deemed as served on all intending allottee and no separate communications shall be sent to the joint intending Allottee. The address given in the application form shall be final unless any change is intimated under Registered AD letter. All demand notice letters etc. posted at the given address shall be deemed to have been received by the intending allottee and the intending allottee (s) shall be responsible for any default in payment and other consequences that might occur there from.
21. All payments by the applicant / intending allottee shall be made through Demand Draft / Cheque drawn upon scheduled banks in favour of "K&B INFRATECH (P) Ltd. payable at ALIGARH only.

I / we have fully read and understood the above mentioned terms and conditions and agree to abide the same I / we understand that the terms and conditions given above are of indicative nature with a view to acquaint me / us generally with the terms and conditions as will be comprehensively set out in the Flat Buyer's agreement.