



WHEREAS THE SECOND PARTY intends to purchase the flat on payment of fixed consideration and has shown his/her willingness to purchase one of such dwelling unit/flat to be constructed by the First Party on the terms and conditions as agreed between the parties by way of this agreement.

- 1.1 You further agree that “**MAXMIRACLE BUILD CARE LLP**” is now intending to develop a residential area at Village Maithari , Distt. Barabanki U.P, into a residential project, in the name of “**MIRACLE HOMES**” , wherein we propose to construct, residential flats, by way of a multistoried apartments consisting of a construction of 2BHK/3BHK apartment on the Three Floors above the ground Floor. All the Four Floors of the buildings will be used for residential facilities or other common purposes..The said development and construction is to be done in accordance with the scheme approved by the concerned Government Authorities. We further intend to sell such residential flats to the prospective purchasers on receipt of fixed consideration.
- 1.2 You agree that with an intention to purchase a residential flat on payment of due consideration you have shown your willingness to purchase one of such residential flat to be constructed by us in the said project, on the terms and conditions as may be fixed by us or as may be agreed to in future or as may be mentioned in any agreement to sale or other agreement, if executed in future and for this purpose you had submitted, a booking application form with us.
- 1.3 You also agree that we are well and sufficiently entitled to sell, transfer and assign the free hold rights in the said residential scheme and the said premises is free from all charges, encumbrances, lien, leases, claims demands and action of any kind whatsoever.
- 1.4 You agree that you have confirmed that we have duly acquired the entire aforesaid land and our name has been duly mutated in the revenue records pertaining to the said land.

You also agree that has **MAXMIRACLE BUILD CARE LLP** already started the construction of a multistoried buildings on the said land described above, known as “**MIRACLE HOMES** ” at Village Maithri Distt. Barabanki which were approved by concerning govt. authority

And the First party has acquired the land situated at Village Maithri Distt. Barabanki by way of registered Sale deed, details as under :

Previous Owner	Purchaser	Khasra No.	Area in Hectare	Registration Date	Registration No
Ramesh and chottey lal	Maxmiracle Build Care LLP	31	1.178 Hecatre	18/03/2019	5461
Jyoti Prakash	Maxmiracle Build Care LLP	36	0.113 Hecatre	29/05/2019	20871

Thus the First party has lawful right to secure the said land and do the construction over the same after obtaining due necessary permissions from the competent authorities in respect of the said land and for the construction as well. Therefore this agreement is being executed for the sale of the said dwelling (hereinafter referred as the ‘Respective Dwelling’).

1.5 You have satisfied yourself that we have thus complied with all the statutory legal requirements necessary for the purposes of developing and constructing the Residential Complex on the said land in the name and style of " **MIRACLE HOMES** " and that we have all the lawful rights to secure the said land and do the construction over the same. We have also acquired the right of selling of the said property to the prospective buyers and get the sale deed executed in their name by virtue of the said sale deeds.

1.6 You agree that we undertake to complete the project and hand over the vacant possession of the said flat to the respective dweller i.e. to you as per the terms set forth herein, which shall be free from all encumbrances and charges and whereas you have also accepted all the specifications of the materials to be used in the construction of the residential unit and also all the fittings and fixtures to be fitted in the said building/unit, as agreed and having fully satisfied yourself, with all kind of material and fixtures and with the kind of structural design and having thus satisfied you have applied for the booking of the said residential dwelling unit as per the terms and conditions as orally agreed.

## 2. SALE CONSIDERATION, ADVANCE & INSTALLMENTS:

2.1 That in pursuance of the Booking Application Form submitted by you MAXMIRACLE BUILD CARE LLP **Infra** hereby allots a Residential ..... located in " **MIRACLE HOMES** ", the details of which have been specifically mentioned in the **Schedule** annexed herewith subject to your acceptance of the terms mentioned herein.

(A)	<b>Basic Cost</b>			
	<b>Less: Discount</b>	:		
	<b>Total Basic Cost</b>	:		
(B)	<b>Other Charges</b>	:		
	<b>Total Sale Consideration (A) + (B)</b>	:		

**Note:- i) GST (as applicable by Govt.) on progressive payments to us.  
ii) Registry Cost as per Govt. Norms.**

That out of the price mentioned in Clause No. 2.1 (A)+(B) above you have already paid an amount of Rs. , against consideration for the said flat, as booking amount of the said unit, we hereby acknowledges the receipt of the aforesaid amount.

That you agree that, the remaining sale consideration of Rs. \_\_\_\_\_ plus GST will be paid by you, in installments, to the **MAXMIRACLE BUILD CARE LLP** in the following manner :-

S.NO	DATE	STAGE	AMOUNT	TAX
1		At the time of Excavation	10%	GST
2		On completion of DPC	15%	GST
3		On Groud floor casting	12.5%	GST
4		On 1 <sup>st</sup> Floor roof casting	12.5%	GST
5		On 2 <sup>nd</sup> Floor roof casting	12.5%	GST
6		On 3 <sup>rd</sup> Floor roof casting	12.5%	GST
7		On Completion of brick work ( Floor wise )	7.5%	GST
8		On Completion of outer plaster	7.5%	GST
9		On completion of flooring ( floor wise )	5%	GST
10		On notice of possession	5%	GST
		<b>TOTAL</b>	<b>100%</b>	

### 3. ESSENCE OF THE CONTARCT, TIME & CONDITIONS OF PAYMENMT OF INSTALLMENTS:

(i) You agree that the time of payment of installments as per above-mentioned schedule is the essence of this allotment. It is mandatory on your part to comply with the terms of payments and other terms and conditions mentioned herein. In particular and without prejudice to the above right and/or any other right available to us, you shall be bound to pay the above installments within **10 days** from the date of oral/written demand raised or intimation given by us. In case you fail to pay the aforesaid amounts within the period of **10 days** from the demand/intimation raised by us, a monthly interest at the rate of **12%** per annum on the defaulted balance amount shall also be payable by you, but in no case shall the period for the payment of installments be extended beyond **one month** from the date of demand/intimation and if you fail to make the payment within the aforesaid period of **one month**, then in that case, you shall not be left with any lien on the said residential unit mentioned in the schedule hereto. In such a situation we shall have the right to cancel this agreement unilaterally and shall also have the right to sell the residential unit, allotted to you, in favour of any other person/party, as we may deem fit, and you shall not be entitled to question such sale or to claim any amount, whatsoever from us. We shall also be entitled to forfeit the earnest money deposited by you and if any amount is refunded to you, it shall be refunded without any interest and any objection if raised by you in this regard shall be deemed to be null, void and in-operative. Or at our discretion the construction work of the said residential unit shall

be stopped and shall be resumed only after, all the due amount has been paid by you. However you shall also be liable, to refund all the damages suffered by us due to the delays caused on your part, in the payment of the installment amounts.

(ii) You agree that in case you obtain loan from any Financing Institution/Bank and you furnish Loan sanction Letter indicating the payment of installments as stipulated in clause 2 of this letter, then in such a case, on payment of booking amount and any other installment that may have been paid by you till then, as mentioned in clause 2 above, we may execute the required sale deed in your favor on structure basis, but the possession and lien of the flat will remain with us. It is also hereby made clear that in such a situation, if the law so requires, then, even if the sale deed of an incomplete structure is being executed in your favour, the valuation in the sale deed shall be done at the value of the final finished residential unit and you shall have to pay the stamp duty charges accordingly, calculated at the total sale value of the final finished residential unit, as mentioned hereinabove.

#### **4. ELECTRICITY CONNECTION/SUPPLY & ELECTRIFICATION CHARGES:**

(i) You agree that since a separate electric transformer will be required in the said project through which separate electric lines and connections will be provided to the occupants including yourself and separate meters will be installed for each separate residential unit. Therefore you shall have to pay a sum of with respect to a 3 Phase Electricity Connection upto a load of 3KW, to us. You shall be liable to pay all such amounts and charges as per the applicable rules for the Electricity and electric Meter Connection, directly to the service provider and we shall not be liable for separate meter connection in the unit/flat booked by you. However we may assist you in getting the individual meter connection for the flat/unit booked by you. It is hereby made clear that the amounts so recoverable from you against electrical charges shall always be, over and above the basis sale consideration as mentioned under clause 2 above and shall be recoverable separately from you. We shall not be responsible for any delay/damages due to or non- supply of electricity by State Electricity Board/Company, or any other consequence arising thereof.

(ii) You agree that it shall also be our responsibility to complete external electrification works of the building or part thereof, as per the estimate and work order awarded by U.P. State Electricity Board/Concerned Electricity Supply Company, and to assist you in getting permanent residential electric connection, as per the rules and regulations of U.P. state Electricity Board/ Concerned Electricity Supply Company, but we shall at no time be responsible for any delay, which occurs in getting the estimate & drawing sanctioned, charged by U.P. State Electricity Board or/any electricity Company or to supply electricity in any manner whatsoever to you from our own electric connections. In case as stated above in this clause, if delay occurs, the date of handing over of residential unit, will be considered to be extended accordingly. If you desire to take possession of completed unit, before such electricity connection is provided by the Board/Concerned electricity company, you alone shall be responsible to arrange electricity/take temporary electric connection on your own costs and risks.

(iii) You agree that the expenses of the common area electric consumption shall be borne by the maintenance society out of the maintenance fund. A generator facility shall be provided for the common area & lift power back up and the expenses and maintenance of the said generator shall be also be borne by the maintenance society out of the maintenance fund.

#### **5. SALE OF STURCTURE:**

You agree that in case, if before the completion of the construction of the said Residential unit, we agree for registration of the structure of the said Residential unit in your favor, for the purpose of availing the loan facility or for any other purpose, then in such case, on registration of the structure, actual & physical possession of the structure will be deemed to

have been transferred to us automatically without any demur and enabling us to complete the construction of the residential unit thereon and/or to deal with the said property in any manner we deem fit.

#### **6. STAMP DUTY, REGISTRATION, MUTATION & INCIDENTAL CHARGES:**

(i) You agree to **bear** as and when suggested/demanded by us, the stamp-duty and registration charges and all other incidental charges and expenses for lawyers and other legal services for execution and registration of Sale Deed in your favour. If there is any escalation or increase in the stamp duty and/or the registration charges the same shall also be borne by you.

(ii) You further agree that you shall **bear** all the requisite mutation charges for getting the name entered with the government records after the registration of the said residential unit.

#### **7. LIEN & CHARGE:**

(i) You agree that we shall have the first lien and charge on the said residential unit, until all our dues and other sums and payments are completely paid and discharged, by you. Even if any sale deed is executed in your favour after the construction of the said unit or before the construction on structure basis, the title in the said unit shall be deemed to have been transferred in your favour, only after the entire sale consideration and allied expenses are cleared by you. In such a situation the possession of the residential unit will remain with us, till you pay all the charges, dues and also observe the terms and conditions as mentioned in this letter or as agreed to in future. However in any eventuality, if you fail to perform any or all of the above conditions, then we will also be free to recover losses/damages from you as per the terms contained herein or as may be settled in future.

(ii) You agree that without prejudice to our rights as mentioned in Clause No. 3 herein-above, you shall be liable to pay us, an interest at the rate @ 06% (Six percent) per annum on all amounts outstanding for more than 10 (Ten) days. The discretion for termination/cancellation of the allotment or acceptance of the delayed payment with interest shall exclusively rest with us.

#### **8. COMMON AREA MAINTENANCE CHARGES & SOCIETY:**

(i) You agree that the common areas/facilities in general in the Complex, shall be maintained by us for a period of 1 (One) years from the date of handing over of possession of the first flat in the complex, irrespective of its number or date of booking and for this maintenance for the aforesaid period of 1 (One) years, you shall have to pay an amount of.....alongwith the 4<sup>th</sup> installment as stated above. The aforesaid amount of Rs.....shall be exhausted for the maintenance of common area and common facilities for the aforesaid period of one years. After the said period of 1years the maintenance shall be done by the society of flat owners and you shall have to pay such further charges for common area maintenance as decided by the society. The amount of Rs.....being charged for the maintenance works for the aforesaid period of 1 years shall be utilized by us or by the external maintenance agency appointed by us, to maintain salaries of security guards, sweepers, lineman, gardener(s), lift men, other related staff and common electricity/water

bills, streetlight bills, common pump room bills, and day to day external cleanliness and upkeeps of the common areas, lifts etc. but it does not cover any major repairs/ renovation(s) Painting(s) etc., of common areas.

(ii) You also agree that a society, in the name of " **MIRACLE HOMES**" Apartments Welfare Society" shall be formed for the maintenance of the complex and it is also here by specifically made clear that it shall be compulsory & binding on you and all the other owners/occupants of the " **MIRACLE HOMES**" Apartments, to become a member of the said Society, simultaneously with the execution of the sale deed in your/their favour and on the same date when the sale deed is executed. After the initial period of 1 years as stated above, the maintenance of the complex shall be done and the maintenance account shall be operated by the said society of the owner/occupants and we shall hand over the entire account and all such amount as is left over with us, to such elected body, who, shall thenceforth carry out the maintenance work. We shall not be responsible for the maintenance after the initial period of 1 years. The owner/occupant of each residential unit will have to become a member of such society and shall have to abide by the rules & regulations framed by such Society and standing instruction issued by it from time to time.

#### **9. LOAN & FINANCE FACILITIES:**

(i) You agree that in case you desire to avail loan facility to meet the installments, from any Bank/Loan Agency/Financial Institution/Employer, with or without our assistance, then even if such loan disbursement or any part thereof gets delayed and thereby the payment of installment/installments to us on your part is also delayed, then all such delayed payments shall attract an interest @ 6% (Six percent) p.a., irrespective of the reason for which the delay has been caused in the disbursement of the loan/finance facility.

(ii) You also agree that if you require a copy of title deeds/permissions etc., which are in our possession, for availing such loan facilities, from any Bank/Financial institutions, we shall provide the same on a reasonable request on your part. In case of other documents for e.g. Search Report, Detailed Estimate from architect etc., you shall have to make a written request to us, for each such document.

#### **10. TIME OF COMPLETION, POSSESSION & DELAY:**

You agree that we shall endeavor to complete the construction of the said residential unit in all respects and hand over its possession to you within 15 to 18 months from the date of this letter and thereafter a grace period of 4 months shall also be available to us, for completing the construction work. You have also clearly understood that if the work is not completed due

to any reasons beyond the control or due to any force majeure, the time for completion of the said unit shall be extended suitably. However you agreed that, if the delay is caused due to nonpayment of the installment amounts as per the schedule mentioned hereinabove or due to the nonpayment of any other charges recoverable from you, or due to any other act or omission on your part, then the time for completion & handing over of the possession of the said residential unit, shall automatically stand extended, till it is completed and at the convenience & discretion of the **MIRACLEHOMES** Apartment, the possession shall be handed over to you, only after all the dues are made clear by you. You further also agree that -

(a) You shall not claim the possession of the residential unit, in case, any of the installments payments or other charges are due, in addition to the cost as agreed upon for the said unit.

(b) We shall, on the completion of the construction of the said residential unit, issue a final call notice to you and you shall within 30 days thereof remit all the dues, charges, deposits etc, as demanded by us from you and shall take possession of the said unit.

(c) That from the date commencing after 30 days when we give the final call notice to you, that the said residential unit is ready for use and occupation, you shall be liable to bear and pay all cash, electricity bills and other taxes, charges levies or outgoings payable in respect of the said unit even if you have not taken the possession of the unit.

(d) That in case you desire to cancel the said allotment then amount(s), if any, paid over and above the booking amount shall be refunded but only after the said residential unit has been re-allotted and equivalent amount is received from such re-allotment. However if any loss and/or damages is suffered by us due to any such cancellation or the inconvenience caused by such cancellation, you shall be liable to make them good to us along with the interest at the rate of 24% per annum.

(e) You further expressly agree that the areas shown in the sale literature published by us, are super built up areas, and are based on the calculations of our Architect and Engineers. You shall not raise any objection or demand any explanation regarding the same.

(f) You also agree that the layout plan or elevations or other schematic drawings & visualization documents shown in our sale literature are proposed and not final. We or our Architects reserve the right to change any or both. As and when such changes take place then you will not raise any objection towards the same. In case, due to changes in plan, the super built up area is increased then a proportionate effect will given to the agreed price and you will make payment of such effect without asking any question.

(g) You agree that the completion date of building shall be deemed on which date the ready possession of the first flat will be handed over by the builder.

## **11. OTHER COVENANTS OF THE SECOND PARTY:**

(i) You agree that you are aware that you are purchasing the residential unit in a Multistoried Complex, where construction activities will regularly go on. Therefore, you will not raise any objection to such activities, after you have taken possession of your residential unit, but on the contrary you will give your full support/co-operation to us in this regard.

(ii) You agree that if we deposit any amount of any nature for the effective completion of this project, with various departments of government, semi government, local bodies etc, we shall have the right to recover such deposited amounts paid by us from you and you shall not be entitled to raise any objection in this regard.

(iii) You hereby also agree to covenant with us, that you shall at all times after obtaining possession of the said property, duly perform and observe the conditions of allotment and keep us and our representative indemnified, against all suits, proceedings, clearances, approvals, ownership and use of the said property.

(iv) You agree to observe and follow all the rules & regulation of the concerned local authority or other public authority. In the event of any such act in contravention of the above provisions by you, only you shall be responsible and liable for the consequences thereof, towards the concerned local authority and / or other public authority.

(v) You agree that you will not throw dirt, rubbish, rags, garbage, or other waste or permit the same to be thrown from the said residential unit in the compound, open spaces or any portion of the complex land thereof.

(vi) You agree that we shall have the right to effect suitable and necessary alterations in the layout plan, as and when necessary, which may involve all or any of the changes in the position of unit, change in its number, dimensions, height, size, area, layout or change of entire scheme.

(vii) You hereby also agree that you shall pay the price of the unit on the basis of the super area i.e. covered area inclusive of proportionate common area and all other charges as and when demanded. You also agree to make all payments through demand drafts/cheques drawn upon and payable at Lucknow only.

## **12. OTHER FACILITIES :**

### **(ii) SEPTIC TANK :**

You agree that septic tank/s will be provided for the joint use and maintenance of the all the Blocks to be constructed in the project. The maintenance charges of the said septic tank shall be borne by the users/owners/occupants of all the Blocks in equal ratio and proportions out of the common area & common facility charges, as stated above.

**(vi) OPEN SPACES:**

You agree that all the roof tops, common roads, gardens, open/common parking areas buildings, sheds, verandah, passages, lounge, pathways, corridors and all other facilities etc. and the furniture and equipment provided therein in the complete complex are and will always remain our sole and exclusive property and no right of ownership, management, developments etc. will be passed on to you. The use of such buildings, articles etc., will be allowed to you in accordance with the terms and conditions and subject to the special charges as prescribed by us. You individually or jointly shall raise no claim/objection over there.

**(vii) TERRACE RIGHTS:**

According to the building permission granted by the govt. authorities, at present all the blocks to be constructed in the project consist of Four Floors .The Roof of the top floor of all the Blocks, shall always remain in our possession and ownership. No purchaser/occupier of any of the residential flat shall have any right on the roof of the top floor. If in future additional floors above the fourth floor are permitted, then the roof of the top floor after the construction of the additional floor shall become the terrace on which the **MAXMIRACLE BUILD CARE LLP** shall have the entire rights as aforesaid.

**(viii) ADVERTISEMENT/ SIGNAGES & COLOUR SCHEME:**

You agree that you shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of clothes etc., on the external facade of the building or anywhere on the exterior of the building or common area. You agree that you shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors & windows etc. nor shall carry out any change in the exterior elevation or design.

**(ix) RAIN WATER HARVESTING:**

You agree that proper arrangements for rain water harvesting are being made for each block in the project. You also hereby agree that the maintenance and management of the rain water harvesting system shall be done out of the common area maintenance fund.

**15. RESTRICTIONS AS TO USER, ADDITION & ALTERATIONS:**

(i) You agree that you shall, after possession, use the aforesaid unit only for the residential purposes and will not give it on rent or lease or sublet the same for any illegal and unlawful purposes.

(ii) You further expressly agree that you shall not make any additions or alterations in or outside the said unit, with or without our permission. You shall not at any time demolish or damage, cause to be demolished or damaged, the Residential Unit or any part/walls thereof, nor will you at any time make or cause to be made any additions or alterations changes, structural, architectural or elevation changes, of whatsoever nature to the said Residential Unit or any part thereof or any part of the complex. You shall not be permitted for closing the corridor, verandah or lounges or balconies nor shall be permitted to carry out any alterations in the elevation and outer space, including the colour scheme. The verandah, pathways, lounge, corridors shall not be used for storing goods or in any other manner and these will

always be kept open for common use. In case you desire a change/modify or do any extra work, which can conveniently be accommodated without affecting the overall plan, in the specification/design/layout of the property agreed to be sold, we may agree to such change/modification or extra work, on a reasonable request on your part and only upon the payment of a mutually agreed price according to the estimate prepared in this regard, the payment of such estimated amount being a condition precedent for affecting any such change/alteration and on another written terms & conditions regarding change in specifications of the items and the same shall be read in conjoint with this allotment letter.

#### **16. INSPECTION, VISITS & SATISFACTION:**

(a) You agree that you will visit the said residential unit during its construction at various stages, time to time and satisfy yourself with the construction work, its progress and completion, the quality of work and material used, as also the quality and number of installations made inside, and will give your comments and observations.

(b) You agree that after payment of all outstanding dues accruing against the aforesaid booked unit, it shall be your duty to fully inspect observe and confirm that you are taking the possession of the unit after satisfying yourself in all respects i.e. regarding quality of workmanship, materials used etc. because after the possession, we will not be responsible to carry out and/or repair any defect pointed out by you. But we shall undertake to carry all the defects and repairs pointed out by you before you have taken the possession of the unit.

(c) You agree that, since you are being allotted the said residential unit, after completion / in unfinished state, on, "as is where is" basis, it is mutually agreed that you shall satisfy yourself in all respects (e.g. cracks, leakage, electric line, switches, water lines, water inlets & outlets, sewer lines, sewer inlets & outlets, flooring material, painting and all fixtures etc.) before taking possession of the unit. You also specifically agree that some defects may appear in the natural materials used in construction of unit, or after the completion of the flat/unit, air cracks or seepage may appear at certain places, which is normal factor in due course of the construction. We shall not be held responsible in any way for any such defects, air cracks or seepages.

(d) You agree that once the possession of the unit has been taken by you, we shall not entertain any complaint with regard to any defect in the construction, whatsoever. However if any complaint regarding any defect in the construction is raised within **6 (six)** months of taking over of the possession by you, then we shall, as a goodwill gesture, make all our endeavor to remove such defect, but shall not have any legal liability of any kind in this regard. But it is specifically made clear, that no such complaint shall be entertained after the expiry of the period of **6 (six)** months from the taking over of the possession by you, where after you shall only be responsible for any such defects and shall carry out the repairs at your own cost.

#### **17. TAXES, LEVIES, CESS & OUTGOINGS:**

(a) You specifically agree, that in addition to the payments referred in Clause 2.1 hereinabove, you shall have to pay Goods and Service Tax or at any other rate as may be made

applicable by the concerned Government and since the price is not inclusive of any tax, therefore if due to any interpretation or amendment or new enactment or legislation or any other reason, this allotment is hereafter held, subject to any Tax under Central Govt./State Govt. departments including any payment required to be made by us or recovered from us or for which we may be made liable towards the State of Uttar Pradesh, on transfer of property in goods involved in the execution of works contract or any other statutory modification or enactment thereof, the same shall be reimbursed by you to us, within thirty days, from the date of intimation by us to you as the case may be specifically or in proportion to the built up area of the purchased unit.

(b) You further agree that, once the possession is handed over to you, all taxes, cess, levies and any other charges payable in respect of the said Unit and the land beneath it presently in force and/or which may be subsequently imposed by any lawful authority in the form of taxes, shall be paid and borne by you, from the date of taking over possession of the Residential Unit.

#### **18. FORCE MAJURE:**

(a) You agree that considering the nature of work involved in the project, in case, the completion of the unit is reasonably delayed due to unforeseen reasons or due to shortage of raw materials steel cement etc., then you shall not claim any interest or damage whatsoever. Thus you agree that the sale of the Residential Unit is subject to Force-de-Majure clause, Natural calamities and Act of God.

(b) You further agree that if as a result of any legislation, order or rule, we are unable to complete the unit and/or deliver possession thereof to you, our only responsibility and liability will be to pay to you the total amount (attributable to the said unit) that may have been received by us for the further work, in the time and in the manner as may be decided by us and no interest or damages shall be paid by us.

(c) You agree that in any of the following cases, namely, where delay is caused by (i) strike or lockout of workmen, (ii) accident at the works for which we are not responsible, (iii) bad weather, (iv) extra works or variations as mentioned in clause 15 hereof, (v) force majeure, (vi) the acts of the State enemies or Notification of the State or Central Government, change in U.P. Govt. Policy and/or any other Board or competent Authority or for any other reasons beyond our control, the time frame fixed under this allotment letter shall be extended and the same fact shall be communicated to you by us and in that event no claim would be entertained by us in respect of such dwellings.

#### **19. REGISTERED ADDRESS:**

You agree that it shall be your sole responsibility to inform all the changes in your address, to us under Registered A/D if it is other than one mentioned in this allotment letter. All notices/demands, posted at the first registered address will be deemed to have been delivered at the time, when those are posted by us and shall be deemed to have been served upon you

duly within time and in the event of non-service of any such notice/letter, you shall be responsible for any default in payment and other consequences that might occur there from.

**20. NON-ASSIGNMENT CLAUSE:**

(i) You agree that nothing contained in this allotment letter is intended to be nor shall be constructed as a grant, demise or assignment in law of the said unit or of the said area or any part thereof. You shall have no claim, save and except in respect of the unit hereby agreed to be reserved for you and all open spaces, common parking spaces etc., shall always remain our property. This allotment of the unit being made through this allotment letter, shall not be assigned by you, without our prior written consent, which consent may be given or denied by us in our sole discretion and shall be subject to applicable laws and notifications or any governmental directions as may be in force and further shall be subject to the terms, conditions and charges as the first party may impose.

(ii) You agree that, in case you wish to transfer the allotment of the unit made in your favour through this allotment letter, before the registration of the sale deed or before the handing over of the possession, to any Third Party/Person, who agrees to pay the full or balance amount as agreed, then the sum of earnest money shall not be refunded nor shall it be transferable to the account of any such third party/person. In such a case you hereby agree that you will obtain "no dues" and "no objection certificate" from us, before sale/transfer of the unit to any such Party/Person and you would also pay the transfer charges as decided by us. In case of failure, to do the same, the transfer, if any made by you will be treated as null and void.

(iii) You specifically agree that, if after the acceptance of this letter but before the execution of the registered sale deed, you desire to cancel the booking or transfer the same in favour of some other person, then the amount paid against the Booking, Advance, Installments, shall be refunded to you, by the “**MIRACLEHOMES**“, subject to a deduction of 5% on the Basic Cost of the Residential Unit and you shall not be entitled to raise any objections in this regard.

(iv) That you further agree that after the execution of the sale deed of the said Residential Unit, in your favour, if you desire to alienate the said unit before the formation of the Welfare & Maintenance Society of the occupants, it shall be mandatory for you to obtain a No Dues & No Objection Certificate, in this regard from the “**MIRACLEHOMES**” and any transfer/alienation, made by you without obtaining such No dues & No Objection Certificate, shall not be binding upon “**MIRACLEHOMES**” and shall be deemed to be null & void.

(v) That you also agree that if you desire to transfer/alienate the said unit, after the formation of the Welfare & Maintenance society, then you shall have to obtain a prior NOC in this regard from the Society to be formed by the residents of the colony.

**21. FINALITY & BINDING CLAUSE:**

You also expressly agree that all the terms and conditions mentioned in this allotment letter or in any further agreement executed in future related to this unit, will be binding upon you and all your successors. An agreement to sale or any other & further agreement may be executed between you and us as may be required in future, which shall contain all the terms mentioned in this allotment letter as also any other & further mutually agreed terms and conditions.

**22. WAIVER :**

You agree that any delay tolerated or indulgence shown by us in enforcing the terms of this allotment letter or any forbearance or giving of time to you shall not be construed as a waiver on our part or any breach or non-compliance of any of the terms and conditions of this allotment letter or any other terms as may be settled in future, nor shall the same in any manner, prejudice your rights.

**23. MOTOR PUMP, WATER SUPPLY & WATER CONNECTION CHARGES (WCC):**

You agree that common motor pumps will be installed at Ground floor for filling up of the over head water tanks at the roof of the building. These pumps will lift up fresh drinking water as well as water for other use. A point of Fresh water will be supplied directly to the kitchen of each flat. Separate over-head water tanks of 750 liters shall be provided for the each residential units, which shall have sufficient storage capacity. The water shall be stored in an underground water tank (sump well) and from there shall be lifted by pumps to the over head water tanks. As these bore-wells are natural resources and afterwards due to any reason whatsoever, the water level goes down and the discharge capacity decreases, the society formed by the owners/occupants, will manage their water requirements from other alternative sources/resources at their own cost. We will not be responsible for this, in the future. You also agree that you shall have to pay such water usage charges as may be fixed by the welfare society to be constituted as per Clause 8 hereinabove.

**25. POSSESSION OF DOCUMENTS :**

That the original documents including this original allotment cum acceptance letter or any agreement executed in future, shall be prepared in two original copies and both original copies will be signed by us and you and first original copy will be kept by us and second original copy will be kept by you.

**26. ARBITRATION CLAUSE:**

That in case of any dispute between you & us in respect of any of the terms mentioned in this allotment letter or in respect of any claim arising out of this allotment or the disputes relating

to the cancellation of the allotment, nonpayment of the dues in time, or with respect to any dispute between the parties to this allotment or any persons/heirs/successors claiming through them shall be decided by an Arbitrator, who shall be appointed by us at our own choice and whose decision on the said dispute/disputes shall be final and binding on both the parties. The provisions of the Arbitration and Conciliation Act, 1996 shall be applicable to the proceeding before the said Arbitrator. The place of Arbitration shall be at Lucknow.

## **27. JURISDICTION:**

That, without prejudice to the aforementioned Arbitration Clause, this agreement shall be subject to the exclusive jurisdiction of the Courts at Lucknow (U.P.).

## **SCHEDULE**

All the property known as **One Residential 2 BHK/3 BHK , MIRACLE HOMES , BLOCK NO.....Flat No.....**, located at khasra No. 31 & 36 at village Maithri , Distt, Barabanki of the "MIRACLEHOME " residential project. The said Flat no .... is having a Built Up Area of ..... Sq.Ft. constructed on plot plot no. .... , Khasra No..... . village Maithri , Distt- Barabanki and bounded as under-

**In the East by           :**  
**In the West by         :**  
**In the North by       :**  
**In the South by        :**

**This Allotment Letter has been issued by the Allotter & the letter & all the terms contained therein have been accepted by the Allottee by signing the letter in presence of the witnesses at Lucknow on this .**

