

# **PADAM ETERNITY**

**TAJ NAGARI, PHASE II, AGRA - 282004**  
**Uttar Pradesh**

## **APARTMENT BUYER'S AGREEMENT**

**SHREE RIDDHI SIDDHI BUILDWELL LIMITED  
(FORMERLY KNOWN AS SHREE RIDDHI SIDDHI  
BUILDWELL PRIVATE LIMITED)  
CIN: U70200DL2010PLC199697**

Registered Office: 138-A, Pocket-F, Mayur Vihar, Phase-II, New Delhi-110091

Agra Office: Hall H-1, 2<sup>nd</sup> Floor, Padam Plaza, Plot No. 5, Sector 16 B, Awas Vikas,  
Sikandra Yojna, Agra – 282007  
Tel: 0562 – 2650800

Email: [operations@shreeriddhisiddhi.com](mailto:operations@shreeriddhisiddhi.com)  
Website: [www.shreeriddhisiddhi.com](http://www.shreeriddhisiddhi.com)

**IMPORTANT INSTRUCTIONS RELATING TO EXECUTION OF THE APARTMENT BUYER'S AGREEMENT:**

- 1) Please read the Apartment Buyer's Agreement and all the terms and conditions carefully before signing the same.
- 2) Please sign along with joint allottee(s), if any, on all places marked (x) in the Agreement including all annexures.
- 3) Please paste colour photographs of all the allottees at the space provided, and sign across the photographs.
- 4) There would be two copies of the Apartment Buyer's Agreement. Both the signed copies of the Apartment Buyer's Agreement with all the annexures in its original form should be returned to the Developer by registered post (AD) or hand delivery within the time stipulated. The Developer shall retain one copy and one copy shall be handed over to the allottees after verification.

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**ALLOTTEE(S)**

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**DEVELOPER**

## **DECLARATION FROM THE ALLOTTEE(S)**

The applicant(s) (referred to as Allottee(s) for the purposes of this Agreement) confirms that he/ she/ it has read and perused the Apartment Buyer's Agreement, containing the detailed terms and conditions and, in addition, the Allottee(s) further confirms to have fully understood the terms and conditions of the Apartment Buyer's Agreement (including the Developer's limitations) and the Allottee(s) is agreeable to provisional allotment of the apartment and to perform its obligations as per the terms and conditions stipulated in the Apartment Buyer's Agreement.

After having read and fully understood the terms of the Agreement, the Allottee(s) wishes to confirm its application for allotment of an apartment in the Padam Eternity Group Housing Project and requests the Developer to allot an apartment in the Padam Eternity Group Housing Project as per the details mentioned in the application form submitted by Allottee(s).

The Apartment Buyer's Agreement sets forth, in detail, the terms and conditions of provisional allotment with respect to the apartment(s). The Allottee(s) agrees and confirms to sign the Apartment Buyer's Agreement in entirety and to abide by the terms and conditions of the Apartment Buyer's Agreement.

The Allottee(s) will execute two (2) copies of the Apartment Buyer's Agreement for each apartment to be purchased. The Allottee(s) agrees and understands that if the Allottee(s) fails to execute and deliver the Apartment Buyer's Agreement along with all annexures in its original form and / or fails to pay all amounts due and payable as per the schedule of payment within 15 (fifteen) days from the date of its dispatch by the Developer, then the Allottee(s) authorizes the Developer to cancel the allotment and on such cancellation, the Allottee(s) consents and authorizes the Developer to forfeit the Earnest Money along with Non Refundable Amounts. Thereafter the Allottee(s) shall be left with no right, title or interest whatsoever in the Allotted Apartment. The Allottee(s) further agrees and understands that the Developer is not obliged to send any notice/reminders in this regard.

The Agreement shall not be binding on the Developer until executed by the Developer through its authorized signatory. The Developer reserves the right to request information as it may so desire concerning the Allottee(s). The Developer will not execute any Agreement wherein the Allottee(s) has made any corrections/ cancellations / alterations / modifications.

The Allottee(s) confirms to have read and understood the above instructions and the clauses of the Apartment Buyer's Agreement, its annexures, etc., and the Allottee(s) now execute this Apartment Buyer's Agreement and undertake to faithfully abide by all the terms and conditions of this Agreement.

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**ALLOTTEE(S)**

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**DEVELOPER**

## APARTMENT BUYER'S AGREEMENT

This Apartment Buyer's Agreement ("Agreement") is made at Agra on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**M/s. Shree Riddhi Siddhi Buildwell Limited** (formerly known as M/s Shree Riddhi Siddhi Buildwell Private Limited), a company registered under the Companies Act, 1956, having its Registered Office at 138 A, Pocket – F, Mayur Vihar Phase-II, New Delhi-110091, and Agra Office at Hall H-1, 2<sup>nd</sup> Floor, Padam Plaza, Plot No. 5, Sector 16 B, Awas Vikas, Sikandra Yojna, Agra – 282007 (hereinafter referred to as the "**Developer**" or "**Company**" which expression shall, unless repugnant to the context or meaning thereof, include its successors and assigns), through its Authorized Signatory, Mr./Ms. .... of the First Part.

AND

### 1. SOLE/FIRST APPLICANT

Please affix a  
recent passport  
size  
photograph  
here

Mr. / Mrs. / Ms. / Dr. / M/s. \_\_\_\_\_

Authorized Representative (in case non-individual applicants) \_\_\_\_\_  
\_\_\_\_\_, authorized vide \_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_

S/W/D of \_\_\_\_\_

Permanent Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pin Code \_\_\_\_\_

\_\_\_\_\_  
**ALLOTTEE(S)**

\_\_\_\_\_  
**DEVELOPER**

## 2. SECOND / CO APPLICANT\*

Please affix a  
recent passport  
size  
photograph  
here

Mr. / Mrs. / Ms. / Dr. / M/s. \_\_\_\_\_

Authorized Representative (in case non-individual applicants) \_\_\_\_\_  
\_\_\_\_\_, authorized vide \_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_

S/W/D of \_\_\_\_\_

Permanent Address: \_\_\_\_\_  
\_\_\_\_\_

Pin Code \_\_\_\_\_

## 3. THIRD / CO APPLICANT\*

Please affix a  
recent passport  
size  
photograph  
here

Mr. / Mrs. / Ms. / Dr. / M/s. \_\_\_\_\_

Authorized Representative (in case non-individual applicants) \_\_\_\_\_  
\_\_\_\_\_, authorized vide \_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_

**ALLOTTEE(S)**

**DEVELOPER**

S/W/D of \_\_\_\_\_

Permanent Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Pin Code \_\_\_\_\_

#### **4. FOURTH / CO APPLICANT\***

Please affix a  
recent passport  
size  
photograph  
here

Mr. / Mrs. / Ms. / Dr. / M/s. \_\_\_\_\_

Authorized Representative (in case non-individual applicants) \_\_\_\_\_  
\_\_\_\_\_, authorized vide \_\_\_\_\_  
\_\_\_\_\_, dated \_\_\_\_\_

S/W/D of \_\_\_\_\_

Permanent Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Pin Code \_\_\_\_\_

*(\* To Be Filled Up In Case Of Joint Purchasers)*

(hereinafter singly or jointly, as the case may be, referred to as the “**Allottee**” which expression shall, unless repugnant to the context or meaning thereof, include his/her/ its heirs, executors, legal representatives and successors ) of the Other Part.

\_\_\_\_\_  
**ALLOTTEE(S)**

\_\_\_\_\_  
**DEVELOPER**

**WHEREAS:**

- A. The Developer is constructing and developing a group housing project situated at Raj Nagar 'B' (a part of Village Basai Mustquil, Tehsil Sadar of District, Agra), Agra, Uttar Pradesh, spread over approximately 5604.09 square meters of land, being developed by the Developer in the name of Padam Eternity (herein after referred to as "**Project**").
- B. The Allottee(s) has applied to the Developer vide its application dated \_\_\_\_\_, for allotment of an Apartment in the Project.
- C. Based upon the application of the Allottee(s), the Developer is agreeable to allot to the Allottee(s) Apartment No.\_\_\_\_\_ on the \_\_\_\_\_ Floor, in Tower \_\_\_\_\_ of the Project, having Saleable Area (defined hereinafter) of approximately \_\_\_\_\_ square feet / \_\_\_\_\_ square meters (herein after referred to as "**Allotted Apartment**" or "**Apartment**") on and subject to the terms and conditions as contained in this Agreement. The details of the Allotted Apartment are contained in **Annexure I** enclosed herewith.
- D. The said Allotted Apartment shall be conveyed from the Developer to the Allottee(s) on a freehold basis only after the completion of the construction of the Project and receipt of all the amounts due payable by the Allottee to the Developer pursuant to execution of a Conveyance Deed.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**1. DEFINITIONS**

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. Capitalized terms used but not defined in this Agreement shall have the mean assigned to such terms in the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. When not capitalized, such words shall be attributed their ordinary meaning.

- 1.1 "**Allotment**" shall mean the provisional allotment of the Allotted Apartment to the Allottee, pursuant to Allottee's application to the Company and Allottee's agreement to abide by this Agreement.

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**ALLOTTEE(S)**

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**DEVELOPER**

1.2    "**Apartment Act**" means the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and the Rules and/or any other statutory enactment or modifications thereof.

1.3    "**Additional PLC**" means the charges payable in addition to the PLC for the Apartment being additionally preferentially located, which shall be calculated on per square meter or per square feet, based on the Saleable Area of the Apartment.

1.4    "**Agreement**" means this Apartment Buyer's Agreement, including all annexures, recitals, schedules and terms and conditions for the allotment of the Allotted Apartment and/or the Parking Space(s) in the Project Complex, executed by the Allottee(s) and Developer.

1.5    "**Allottee**" means the person who is entering into this Agreement with the Developer for Allotment of the Allotted Apartment and who has signed and executed the Agreement as the allottee.

1.6    "**Apartment Area**" or "**Covered Area**" shall mean entire area enclosed by its periphery walls including area under walls, columns, balconies, deck, cupboards, space for AC unit, lofts and shafts etc., and half the area of common walls with other apartments, which form integral part of Allotted Apartment.

1.7    "**Association**" means the association of apartment owners in the Project.

1.8    "**Basic Sale Price**" means the amount mentioned as basic sale price in Annexure-II.

1.9    "**Building**" means the tower / building in the Project Complex in which the Allotted Apartment will be located.

1.10   "**Common Areas**" means such shared common areas and facilities within the Project Complex earmarked for common use of all the allottee(s) in the Project and all such parts/ areas in the Project which the Allottee shall use by sharing with other occupants of the Project including boundary walls of the Project Complex, entrance lobby, central courtyard, driveways, driver's rest area/common toilet, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to lift machine room, overhead water tanks, underground water tanks and pump room, electric sub-station, DG set room, fan rooms, laundromat, maintenance offices/ stores, security/ fire control rooms and other architectural features, if provided.

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**ALLOTTEE(S)**

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**DEVELOPER**

1.11 **“Colour Scheme”** means the colour scheme of the exterior facade and interior walls of the Common Areas at the time of completion of the Project, which shall be unalterable as the mark of identity of the Project.

1.12 **“Conveyance Deed”** means the deed of conveyance which shall convey title of the Allotted Apartment in favour of the Allottee(s) in accordance with this Agreement.

1.13 **“Earnest Money”** means 10% of the Basic Sale Price of the Allotted Apartment payable by the Allottee(s) and more clearly set out in description of consideration detailed in **Annexure II**.

1.14 **“EDC”** means the charges levied or leivable on the Project Complex/ Project Land (by whatever name called or in whatever form) by the any Governmental Authority and with all such conditions imposed, to be paid by the Allottee(s) and also includes any further increase in such charges.

1.15 **“Force Majeure”** means any event or combination of events or circumstances beyond the control of the Developer or which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer’s ability to perform obligations under this Agreement, which shall include but not be limited to:

- i) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- ii) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- iii) strikes or lock outs, industrial dispute;
- iv) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- v) war and hostilities of war, riots, bandh, act of terrorism or civil commotion;
- vi) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;

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**ALLOTTEE(S)**

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**DEVELOPER**

vii) any legislation, order or rule or regulation made or issued by the Government or any other competent authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Project Complex/ Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Governmental Authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever; or

viii) any event or circumstances analogous to the foregoing.

1.16 **“Governmental Authority”** or **“Governmental Authorities”** shall mean any government authority, statutory authority, competent authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any State or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal/ local authority having jurisdiction over the Project Land.

1.17 **“IFMS”** means the interest free maintenance security to be paid by the Allottee(s) for the maintenance and upkeep of the Project Complex/ Building to be paid, as per the description of consideration mentioned in **Annexure II** to this Agreement, to the Developer or to the Maintenance Agency.

1.18 **“Infrastructure Development Charges (IDC)”** shall mean the infrastructure development charges levied/ leviable (by whatever name called, now or in future) by the Governmental Authority for recovery of cost of development of state/national highways, transport, irrigation facilities, etc., and includes additional levies, fees, cesses, charges and any further increase in any such charges.

1.19 **“Maintenance Agency”** means the Developer, its nominee(s) or Association or such other agency/ body/ company/ association to whom the Developer may handover the maintenance and who shall be responsible for carrying out the maintenance of the Common Areas and Project Complex/ Building.

1.20 **Maintenance Agreement”** means the maintenance agreement to be executed by the Allottee(s), the Developer and / or the Maintenance Agency.

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**ALLOTTEE(S)**

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**DEVELOPER**

1.21   **“Maintenance Charges”** shall mean the charges payable by the Allottee(s) to the Maintenance Agency for the maintenance services of the Building/ Project Complex, including Common Areas but does not include; (a) the charges for actual consumption of utilities in the Allotted Apartment including but not limited to electricity, water, power back-up, which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Allotted Apartment/Building/ Project Complex. The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.

1.22   **“Non Refundable Amounts”** means the interest paid or payable on delayed payments, brokerage paid/payable by the Developer, if any, etc.

1.23   **“Parking Space(s)”** means the exclusive right of the Allottee(s) to use the parking space(s) allotted to the Allottee for parking cars pursuant to this Agreement.

1.24   **“Party”** means each of the Developer and the Allottee(s) and **“Parties”** shall mean the Developer and the Allottee(s) collectively.

1.25   **“Person”** means any individual, sole proprietorship, body corporate, corporation, joint venture, trust, any Governmental Authority or any other entity or organization.

1.26   **“Preferential Location Charges (PLC)”** means charges for the preferential location attribute(s) of the Allotted Apartment payable, as applicable, calculated on the per square feet, based on Saleable Area of the Allotted Apartment, as mentioned in this Agreement.

1.27   **“Project Complex”** means the Project, comprising of residential Apartment buildings, shops, club house, swimming pool, tennis court, community shopping, and EWS apartment etc., and any other building amenities and facilities as may be approved by the Governmental Authority.

1.28   **“Project Land”** shall mean the land on which the Project is proposed to be constructed and developed.

1.29   **“Saleable Area** shall be the sum of Apartment Area of the Allotted Apartment, its pro-rata share of Common Areas in the entire Building and pro-rata share of other Common Areas outside Apartment buildings earmarked for use of all Apartment allottees in the Project. It is specifically made clear that the computation of Saleable Area of the Allotted Apartment does not include the following:

i)    Sites for shop(s) or other commercial store.

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**ALLOTTEE(S)**

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**DEVELOPER**

- ii) Sites and buildings of community facilities / amenities like nursery / primary/ higher secondary school, clubhouse for the Project, community centers, dispensary, creche, religious buildings, health centers, police posts, electric sub-station, dwelling units for economically weak sections, if any etc.
- iii) Roof / top terrace above apartments, excluding exclusive terraces allotted to apartments/ Penthouses.
- iv) Covered / open car parking area within / around Buildings for allottees of the Project and visitors.

1.30 **“Taxes and Cesses”** means any and all kind of taxes, levies and cesses including but not limited to value added tax, state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and any other taxes and cesses by whatever name called paid or payable by the Developers and/or its contractors (including subcontractors), suppliers, consultants, in connection with the development/construction of the Apartments/Building/ Project Complex.

1.31 **“Total Price”** means any and all kind of the amounts payable by the Allottee(s) to the Developer for the Allotted Apartment which includes basic sale price, PLC (if the Allotted Apartment is preferentially located), Additional PLC calculated on per square feet rate, based on the Saleable Area of the Apartment and price for exclusive right to use of Parking Space(s) but does not include other amounts, charges, security amount etc., which are payable in accordance with the terms of the Application/Agreement, including but not limited to:

- i) EDC, IDC, increase in EDC, IDC, wealth tax, government rates tax on land, fees or levies of all and any kinds by whatever name called.
- ii) IFMS.
- iii) Maintenance Charges, property tax, municipal tax on the Allotted Apartment.
- iv) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.
- v) Taxes and Cesses.
- vi) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- vii) Club membership fees and club charges, as applicable.
- viii) Cost of additional parking space(s), if any, allotted to the Allottee(s).
- ix) Escalation charges, if any.

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**ALLOTTEE(S)**

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**DEVELOPER**

- x) Any other charges that may be payable by the Allottee(s) as per the other terms of the Agreement and such other charges as may be demanded by the Developer which amounts shall be payable by the Allottee(s) in addition to the Total Price in accordance with the terms and conditions of the Agreement and as per the demand raised by the Developer from time to time.

## 2. **INTERPRETATION**

Unless the context otherwise requires in this Agreement:

- 2.1 Any term not defined in Clause 1, but defined elsewhere in the Agreement shall have the same meaning throughout the Agreement;
- 2.2 Any reference to any statute or statutory provision shall include:
  - a. All subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated);
  - b. Such provision as from time to time amended, modified, re-enacted or consolidated (whether before or after the date of this Agreement ) and (to the extent liability there under may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated), which the provision referred to has directly or indirectly replaced;
- 2.3 Reference to any Party under this Agreement shall also include its successors and permitted assigns;
- 2.4 Heading to Clauses and paragraphs are for information only, and shall not form part of the operative provisions of this Agreement and be ignored in construing the same. 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;
- 2.5 References to Clauses and schedules are to Clauses and schedules to this Agreement. All of these form part of the operative provisions of this Agreement and references to this Agreement shall, unless the context otherwise requires, include references to the recital, Clauses and schedules;

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**ALLOTTEE(S)**

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**DEVELOPER**

2.6 Unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause;

2.7 Any reference to books, files, records or other information or any of them means books, files, records or other information or any of them in any form or in whatever medium held including paper, electronically stored data, magnetic media, film and microfilm;

2.8 “In writing” includes any communication made by letter or fax or e-mail;

2.9 The words “*include*”, “*including*”, “*inter alia*” and “*in particular*” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

2.10 Any reference to a document in agreed form is to a document in a form agreed between the Parties hereto;

2.11 The words “directly or indirectly” mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and “direct or indirect” shall have the correlative meanings;

2.12 The expression “this Clause” shall, unless followed by reference to a specific provision, be deemed to refer to the whole Clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

2.13 The terms ‘hereof’, ‘herein’, ‘hereby’, ‘hereto’ and derivative or similar words, unless followed by a reference to a specific provision of the Agreement refer to this entire Agreement;

2.14 When any number of Days are prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last Day, unless the last Day does not fall on a business Day, in which case the last Day shall be the next succeeding day which is a business Day;

2.15 A reference to any agreement is a reference to that agreement and all schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplemented, waived, varied, added to, substituted, replaced, renewed or extended from time to time;

2.16 All provisions of this Agreement shall be interpreted and construed in accordance with their meanings, and not strictly for or against either Party, regardless of which Party may have drafted this Agreement or a specific provision;

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**ALLOTTEE(S)**

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**DEVELOPER**

- 2.17 Grammatical variations of defined words shall be construed in accordance with the relevant definition(s);
- 2.18 References to the singular number shall include references to the plural number and vice versa; and
- 2.19 Words denoting one gender shall include all genders.
- 2.20 The term 'allotment' wherever used shall always mean and signify "provisional allotment" & will remain so till such time Allotted Apartment is complete and a formal sale deed is executed in favour of the Allottee(s) in accordance with this Agreement.

### 3. **DESCRIPTION OF THE APARTMENT AND CONSIDERATION**

- 3.1 Subject to the Allottee complying with all its obligations, the Developer hereby grants to the Allottee the Allotment of the Allotted Apartment subject to terms and conditions of this Agreement. A broad description of the Allotted Apartment is mentioned in **Annexure I**. A broad description of the consideration payable by the Allottee(s) is mentioned in **Annexure II**.
- 3.2 The Allottee(s) shall be provided with Car Parking space in the Project Complex as mentioned in **Annexure I** for exclusive use, cost of which is included in the Total Price payable to Developer. Any additional Car Parking space shall be charged extra by the Developer at the then prevailing rate, which will be offered subject to availability. Further, the parking space so allotted shall stand automatically transferred along with the transfer of the Allotted Apartment. The Developer may provide the Allottee with the option of additional furnishing, if any, as per details mentioned in Annexure IV. In case the Allottee opts for any additional furnishing, it may mention so in Annexure I and make additional payment for the same to Developer. The Developer shall not be responsible for any additional furnishing unless specifically requested so and paid for by the Allottee(s).
- 3.3 The Allottee has already paid the Application Amount as mentioned in Annexure II, excluding applicable taxes, being part payment towards the Total Price at the time of application as part of booking/ registration amount to the Developer, the receipt whereof the Developer hereby admits and acknowledges. The Allottee(s) agrees to pay the remaining price of the Apartment as prescribed in schedule of payments as mentioned in **Annexure III** along with all other charges, Taxes and Cesses, securities, etc., as may be demanded by the Developer within the time and in the manner specified therein.

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**ALLOTTEE(S)**

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**DEVELOPER**

3.4 The Allottee(s) has opted for payment plan for payment of consideration including Total Price for purchase of the Allotted Apartment as per **Annexure III**. The Allottee(s) confirms that it has understood the payment plan and agrees to pay the total consideration as indicated in the schedule of payments set out in **Annexure III**.

3.5 The Parties agree that timely payment as per the payment plan is the essence of this Agreement failing which the Developer has right to terminate/cancel this Agreement in the manner provided in this Agreement.

3.6 The Allottee(s) agrees that the consideration payable for the Allotted Apartment shall be calculated on the basis of its Saleable Area.

3.7 The Super Area of the Allotted Apartment is subject to change till the completion of construction of the Project. The total consideration shall be recalculated on finalization of the Super Area upon completion of the Allotted Apartment. The Allottee shall have to pay or be entitled to the refund on the basis of increase or decrease in the Super Area, as the case may be.

3.8 Save and except in respect of the Apartment to be allotted to the Allottee(s), the Allottee(s) shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect of the Project Complex, open spaces, Common Area until Common Area are taken over by the Association of Apartment Owners. The terrace rights of the Project Complex and Building shall always be and deemed to be with the Developer and the Allottee shall not claim any right, title or interest over any part of it, unless the terrace rights are transferred along with the Apartment.

3.9 The Allottee(s) agrees and understands that the Saleable Area mentioned in the Agreement is tentative and for the purpose of computing the Total Sale Price in respect of Allotted Apartment only and that the inclusion of Common Areas within Building, for the purpose of calculating Saleable Area does not give any right, title or interest in Common Areas to Apartment Allottee except the right to use Common Areas by sharing with other occupants / allottees in the Building subject to timely payment of maintenance charges.

3.10 The possession of the Common Areas of the Complex shall remain with the Developer who shall, through the Maintenance Agency appointed by it, supervise the maintenance and upkeep of the same until those are taken over by the Association of Apartment Owners formed under the law for the time being in force.

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**ALLOTTEE(S)**

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**DEVELOPER**

3.11 The fire safety measures in the Project Complex and the Allotted Apartment have been provided as per existing Fire Safety Norms. If, however, due to any subsequent central or local legislation(s) / government regulations/ orders or directives or guidelines or 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(s) that he shall be liable to pay proportionate additional charges in respect thereof.

3.12 The Project Complex as well as the Apartment shall be as per specifications annexed hereto as **Annexure IV**. The Developer shall be entitled to make or effect any change in such specifications, if required due to architectural or structural reasons or for betterment of the Project in consultation with its authorized architect or engineer. The opinion of the Developer's architect / engineer in this regards shall be final and binding.

3.13 The Basic Sale Price as specified above is inclusive of the cost of providing electric wiring and switches in the Allotted Apartment, but does not include electric connection charges, service lines and fittings and fixtures, which shall be installed by the Allottee at his own cost. The electric connection charges will be charged extra and the amount payable will be, inter alia, to cover the cost payable to Torrent Power Limited or the relevant electricity distribution entity /other developer or Board appointed by the Government at the time of electrification for service connection, service lines, sub-station equipment, cost of area under the subject installation and security deposit etc. The expenses will be charged in proportion to the Saleable Area of the Allotted Apartment.

3.14 In case the Allottee wants to avail of a loan facility to purchase the Apartment applied for, the Developer shall facilitate the process subject to the following:

- i) The terms of the financing agency/ bank shall be binding and applicable only upon the Allottee and not bind the Developer in any manner.
- ii) The responsibility of getting the loan sanctioned and disbursed as per the payment schedule opted and accepted by the Allottee(s) will be solely of the Allottee(s). In the event of loan not being sanctioned or the disbursement getting delayed, the payment to be made to the Developer, as per the payment schedule, shall be required to be ensured by the Allottee, failing which, the Allotment shall be governed by the provision contained in clause 3.5above.

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**ALLOTTEE(S)**

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**DEVELOPER**

iii) In case of default in the repayment of dues of the financing agency/ bank by the Allottee, the Allottee authorizes the Developer to cancel the allotment of the Allotted Apartment and repay the amount received till that date after deduction of Earnest Money directly to financing agency/ bank on receipt of such request from financing agency/Bank without any reference to Allottee.

#### **4. PAYMENT OF TAXES, FEES, CESSES BY ALLOTTEE**

The Allottee(s) agrees and undertakes to pay all government taxes on Project Land, municipal tax, property taxes, wealth tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leivable now or in future by the Government, municipal authority or any other Governmental Authority on the Project Complex / Building/ Allotted Apartment or land appurtenant thereto, as the case may be, as assessable or applicable from the date of the Allotment. If the Allotted Apartment is assessed separately, the Allottee(s) shall pay directly to the Governmental Authority and if the Allotted Apartment is not assessed separately then the same shall be paid on pro-rata basis and the determination of proportionate share by the Developer and demand shall be final and binding on the Allottee(s). In case such charges have been paid by the Developer, then the Allottee shall have to reimburse the same to the Developer as per his proportionate share on pro rata basis.

#### **5. EARNEST MONEY**

The Allottee(s) agrees and confirms that out of the total amount(s) paid/payable by the Allottee(s) for the Allotted Apartment, 10% of the Basic Sale Price of the Allotted Apartment shall be treated as Earnest Money to ensure fulfillment by the Allottee(s) of the terms and conditions as contained in the application for allotment and this Agreement. In the event, the Allottee(s) fails to perform any obligations or commits breach of any of the terms and conditions mentioned in the application for allotment and/or this Agreement, including but not limited to the occurrence of any event of default as stated in this Agreement or the failure of the Allottee(s) to sign and return this Agreement in original to the Developer within 15 days of dispatch, the Allottee(s) agrees, consents and authorizes the Developer to cancel the allotment and on such cancellation, the Allottee(s) authorizes the Developer to forfeit the Earnest Money along with Non Refundable Amounts. Thereafter the Allottee(s) shall be left with no right, interest and lien on the Allotted Apartment/ Project Complex. This is in addition to any other remedy/right, which the Developer may have. If the amount paid by the Allottee(s) is less than the forfeitable amount, then the Allottee(s) undertakes to make good the shortfall of the forfeitable amounts under this provision.

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**ALLOTTEE(S)**

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**DEVELOPER**

## **6. TIME IS THE ESSENCE**

The Allottee(s) agrees that timely payment of each installment as per the schedule of payments as given in **Annexure III**, along with other payments such as applicable stamp duty, registration fee, IFMS and other charges shall be the essence of this Allotment. It shall not be obligatory on the part of the Developer to send demand notices/reminders regarding the payments to be made by the Allottee(s) under this Agreement. It shall be incumbent on the Allottee to adhere to the payment schedule and to comply with the same and/or other terms and conditions of this Agreement.

## **7. MODE OF PAYMENT**

The Allottee shall make all payments through account payee cheque(s)/ demand draft(s) in favour of Shree Riddhi Siddhi Buildwell Limited, payable at Agra. For all payments, the date of clearance of the cheque / demand draft shall be taken as the date of payment. In case any cheque tendered by the Allottee towards the payment is dishonoured for any reason whatsoever, the same will call for an administrative handling charge of Rs.500/- (Rupees Five Hundred Only) per cheque. However, this shall not be deemed to be waiver of the Developer's right to take any legal action as envisaged under the Negotiable Instruments Act or any other law.

## **8. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

Wherever applicable, the Allottee(s) shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), and regulations and guidelines issued by the Reserve Bank of India ("RBI") or any other statutory amendments/modifications and all other applicable laws, including those relating to remittance of payments, acquisition, sale, transfer of immovable property etc., and provide the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Agreement.

The Allottee(s) agrees that in the event of any failure on its/ his/her part to comply with the applicable guidelines issued by RBI, the Allottee(s) alone shall be liable for any action under FEMA. The Allottee(s) shall keep the Developer fully indemnified and harmless in this regard. The Developer shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right under this Agreement, allotment of the Apartment in any way and the Developer shall issue the payment receipts in favour of the Allottee(s) only.

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**ALLOTTEE(S)**

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**DEVELOPER**

Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, the Allottee agrees to intimate the same to the Developer through registered post and email.

**9. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee(s) authorizes the Developer to adjust/appropriate all payments that shall be made by the Allottee(s) under any head(s) of dues against outstanding heads in Allottee's name and the Allottee(s) shall not have a right to object/demand/direct the Developer to adjust the payments in any manner otherwise than as decided by the Developer.

**10. CONSTRUCTION OF THE BUILDING/ APARTMENT/ PROJECT COMPLEX**

The Allottee(s) has seen and accepted the schedule of payments, (as given in **Annexure III**) tentative typical apartment plans, building plans, layout plans and tentative specifications (as given in **Annexure IV**). The Developer may, if so directed by any Governmental Authority (ies) or due to Force Majeure conditions, carry out such additions, alterations, deletions and/ or modifications in the apartment floor plans, building plan, specifications, etc., including but not limited to change in the position of the Allotted Apartment, change in the number of Allotted Apartment, change in the area and/ or change in the dimension of the Apartment at any time, if required, due to architectural or structural reasons or for betterment of the Project in consultation with its authorized architect or engineer. The opinion of the Developer's architect / engineer in this regards shall be final and binding.

**11. CHANGE IN SALEABLE AREA**

The Parties understand that tentative percentage of Apartment Area to Saleable Area of Apartment varies 80% to 85% approximately depending upon the size and type of the Apartments. Saleable Area and the percentage of Apartment Area to Saleable Area may undergo changes during construction of the Building / Project Complex and final Saleable Area shall be confirmed upon completion of construction of Building.

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**ALLOTTEE(S)**

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**DEVELOPER**

In case of any alteration / modifications resulting in a change in the Saleable Area of the Allotted Apartment, the Developer shall intimate the same in writing to the Allottee(s) mentioning the alteration / changes and the resultant change, if any, in the Total Price of the Allotted Apartment to be paid by the Allottee(s). The Allottee(s) agrees to deliver to the Developer written consent or objections to the changes within 15 (fifteen) days from the date of receipt of the intimation from the Developer. In case the Allottee(s) does not send its reply, the Allottee(s) shall be deemed to have given unconditional consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the Allottee(s) objects in writing indicating its non-consent / objections to such alterations / modifications then in such case the Developer may at its sole discretion decide to cancel this Agreement and allotment of the Allotted Apartment to the Allottee(s) without further notice and refund the entire money received from the Allottee(s) (except amounts paid by the Allottee towards taxes) with interest @ 9% per annum within ninety (90) days from the date of intimation received by the Developer from the Allottee(s). Upon the decision of the Developer to cancel the allotment of the Allotted Apartment, the Developer shall be discharged from all its obligations and liabilities under this Agreement and the Allottee(s) shall have no right, interest or claim of any nature whatsoever on the Apartment and the Parking Space(s).

## 12. **FAILURE/ DELAY IN PAYMENT**

In the event Allottee(s) fails to pay any installment(s) within time as prescribed in schedule of payment (**Annexure III**), an interest @18% per annum shall be charged by the Developer on the amounts due till 90 days from the due date. After the expiry of the above mentioned 90 days period, the Developer shall have the right to cancel the allotment of the Allotted Apartment and forfeit the entire amount of Earnest Money deposited by the Allottee(s) and the Allottee(s) shall have no right or lien on the Allotted Apartment and the Developer shall be free to sell/deal with the same in any manner it deems fit. The amount paid (except amounts paid by the Allottee towards taxes), if any, over and above the Earnest Money shall be refunded by the Developer without any interest after adjustment of interest accrued on the delayed payment(s), if any, due from the Allottee(s).

The Developer shall adjust the installment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the consideration payable for the Allottee(s) under this Agreement for purchase of the Allotted Apartment. Provided however, in exceptional and genuine circumstances, the Developer may, at its sole discretion, condone the delay in payment exceeding 90 days by charging interest @ 18% per annum for the period of delay and restore the allotment of the Allotted Apartment in favour of the Allottee(s).

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**ALLOTTEE(S)**

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**DEVELOPER**

### 13. SCHEDULE FOR POSSESSION OF THE SAID APARTMENT

Subject to Force Majeure events or any legal or regulatory proceedings restraining the Developer from performing its obligations under this Agreement, the Developer, undertakes to complete the construction work within a period of 48 (forty eight) months from the date of commencement of construction and shall thereafter, subject to applicable law, offer the possession of the Allotted Apartment to the Allottee.

If the completion of the construction of the Project is delayed due to Force Majeure or any legal proceedings restraining the Developer from performing its obligations under this Agreement, or if non delivery of possession is a result of any statute, notice, order, rule or notification of the State/Central Government and/ or if the Governmental Authority(ies) delay in grant of necessary approvals or the completion of construction or grant of possession is delayed for any other reason beyond the control of the Developer, then in any of the aforesaid events, the Developer shall be entitled to a reasonable extension of time for offering possession of the Allotted Apartment. Further, in all such eventualities, the Developer reserves the right to alter or vary the terms and conditions of this Agreement appropriately and to the extent required. If the situation so warrants, or keeping in view any court's order, the Developer may suspend the Project for such period as it may consider expedient.

The Allottee agrees not to claim compensation of any nature whatsoever during the period of suspension of the Project for reasons mentioned above. In case, the Developer has to abandon the Project due to reasons beyond its control, the Allottee agrees to the cancellation of this Allotment and the Allottee will be entitled to refund of amounts paid by it (after deduction of interest on delayed payments and interest paid, or any amount of non refundable nature) and the Developer shall be released and absolved from all its obligations and liabilities under this Agreement and the Allottee shall have no other right or claim of whatsoever nature against the Developer under or in relation to this Agreement.

The various towers comprised in the Project Complex shall be ready and complete in phases and upon the completion of each tower, possession of apartments will be handed over to the respective Allottee of that tower. The possession of the Allotted Apartment shall be offered and delivered to the Allottee after the construction is complete.

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**ALLOTTEE(S)**

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**DEVELOPER**

**14. PROCEDURE FOR TAKING POSSESSION**

The Developer shall, upon completion of the respective tower in the Project, offer in writing possession of the Allotted Apartment to the Allottee(s) in terms of this Agreement intimating the Allottee to take the possession of the Allotted Apartment within 30 days from the date of receipt of such notice by the Allottee. The Developer shall give possession of the Allotted Apartment to the Allottee(s) provided the Allottee(s) is not in default of any of the terms and conditions of this Agreement and has complied with all provisions, formalities, documentation, etc., as may be prescribed by the Developer in this regard. The Allottee(s) shall be liable to pay the Maintenance Charges from the date of taking of possession of the Allotted Apartment or the date falling 30 days from the date issuance of the offer for possession letter by the Developer, whichever is earlier, irrespective of the date on which the Allottee(s) takes possession of the Allotted Apartment.

**15. FAILURE OF APARTMENT ALLOTTEE TO TAKE POSSESSION**

Upon receiving a written intimation from the Developer in terms of clause 14 above, the Allottee(s) shall, within the time stipulated by the Developer, take possession of the Allotted Apartment from the Developer by executing necessary indemnities, undertakings, Maintenance Agreement and such other documentation as the Developer may prescribe and by making all the payments to the Developer of all charges/dues as specified in this Agreement and the Developer shall after satisfactory execution of such documents give possession of the Apartment to the Allottee(s), provided the Allottee(s) is not in breach of any other term of this Agreement and has made all payments required to be made by the Allottee to the Developer. If the Allottee(s) fails to take the possession of the Apartment as aforesaid within the time limit prescribed by the Developer in its notice, then the Allotted Apartment shall be at the risk and cost of the Allottee(s) and the Developer shall have no liability or concern thereof.

It is agreed by the Allottee(s) that in the event of the Allottee's failure to take possession of the Apartment in the manner as aforesaid, the Developer shall have the option to cancel this Agreement and the Allotment and avail the remedies as are available in Law including as stipulated in this Agreement or the Developer may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee(s) in taking possession of the Apartment in the manner as stated in this clause on the condition that the Allottee(s) shall pay to the Developer holding charges @ Rs. 10/- (Rupees ten) per square feet on the basis of the Saleable Area per month for any delay of full one month or any part thereof in taking possession of the Allotted Apartment for the entire period of delay.

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**ALLOTTEE(S)**

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**DEVELOPER**

The Allottee(s) acknowledges that the charges stipulated above are just, fair and reasonable which the Developer will suffer on account of delay in taking possession of the Apartment by the Allottee(s). The Parties agree that on such condonation of delay and after receiving entire amount of charges together with all other amounts due and payable under this Agreement (along with due interest, if any, thereon) the Developer shall hand over the possession of the Allotted Apartment to the Allottee(s). For the avoidance of any doubt it is clarified that these charges are in addition to Maintenance Charges or any other charges as provided in this Agreement. Further, the Allottee(s) agrees that in the event of the Allottee's failure to take possession of the Apartment within the time stipulated by the Developer in its notice, the Allottee(s) shall have no right or claim in respect of any item of work in the Allotted Apartment which the Allottee(s) may allege not to have been carried out or completed or in respect of any design specifications, building materials or any other reason whatsoever and the Allottee(s) shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Allotted Apartment/Building.

Notwithstanding anything contained herein, if the Allottee(s) fails to take possession of the Allotted Apartment for a period of 6(six) months from the date of first written intimation by the Developer, the Developer shall be at liberty to cancel, the allotment and the Allottee shall be entitled to refund of amount paid after adjustment of interest, holding charges and penalties. The holding charges shall be in addition to the amount payable by the Allottee(s) as his share of the Government or Municipal taxes, Maintenance Charges or other administrative charges, on a proportionate basis, as determined by the Developer or the Maintenance Agency.

#### **16. FAILURE TO DELIVER POSSESSION BY DEVELOPER : REMEDY TO ALLOTTEE(S)**

Subject to the terms and conditions of the Agreement and except on account of Force Majeure events or any legal proceedings restraining the Developer from performing its obligations under this Agreement, in case of any delay by the Developer in completion of construction of Allotted Apartment within a period of 48 (forty eight)months from the date of commencement of construction or within any extended period or periods as envisaged under this Agreement and the Allottee (s) not being in default/breach of the terms and conditions set out in the application / Agreement, the Developer shall pay to the Allottee compensation @ Rs. 10/- (Ten) per square feet on the basis of the Saleable Area of the Apartment per month or any part thereof only to the first named Allottee(s) and not to anyone else for the period of delay.

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**ALLOTTEE(S)**

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**DEVELOPER**

The Allottee(s) agrees and confirms that the compensation herein is a just and equitable estimate of the damages which the Allottee(s) may suffer and the Allottee(s) agrees that it shall have no other right or claims whatsoever. The adjustment of such compensation shall be done only at the time of execution of conveyance deed of the Allotted Apartment to the Allottee(s) first named.

Subject to the terms and conditions of the Agreement and except on account of Force Majeure events or any legal proceedings restraining the Developer from performing its obligations under this Agreement, if the Developer is unable to or fails to deliver possession of the Allotted Apartment to the Allottee(s) within 48 (forty eight) months from the date of commencement of construction or within any extended period or periods as envisaged under this Agreement and the Allottee(s) do not wish to seek compensation mentioned in clause above, then in such case, the Allottee(s) shall be entitled to give notice to the Developer, within a period of thirty (30) days from the expiry of said period of 48 (forty eight) months from the date of commencement of construction or such extended periods, as the case may be, for terminating this Agreement. In such an event, the Developer shall be at liberty to sell and/or dispose of the Allotted Apartment and the Parking Space(s) to any other person at such price and upon such terms and conditions, as the Developer may deem fit and thereafter the Developer shall within 30 (thirty) days from the date of full realization of the sale price after sale of Apartment refund to the Allottee(s), without any interest, the amounts paid by the Allottee(s) in respect of the Apartment without deduction of Earnest Money but after deduction of brokerage paid by the Developer to the broker / sales organizer in case the booking is done through a broker/sales organizer and taxes already paid or payable by the Developer in relation thereto. For the avoidance of doubt, it is stated that in such an event the Allottee(s) shall have no right or claim against the Developer in respect of the Allotted Apartment and Parking Space(s). If the Allottee(s) accepts the compensation paid by the Developer as above or fails to exercise the right of termination within the time limit as aforesaid, then the Allottee's right to terminate this Agreement shall stand waived off and the Allottee(s) shall continue to be bound by the provisions of this Agreement.

## 17. CONVEYANCE OF THE SAID APARTMENT

The Developer, its associates/subsidiaries shall execute a Conveyance Deed to convey the title, of the Apartment in favour of the Allottee(s), provided the Allottee(s) has paid the Total Price and other charges, interest, penalty, taxes and payments required to be paid by the Allottee in accordance with this Agreement and the Allottee(s) is not in breach of all or any of the terms of this Agreement.

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**ALLOTTEE(S)**

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**DEVELOPER**

## 18. MAINTENANCE OF THE SAID BUILDING / SAID COMPLEX

The Allottee(s) agrees that the internal maintenance of the Allotted Apartment and its insurance shall be the sole responsibility of the Allottee(s).

In order to provide necessary maintenance services, upon the completion of the Building/ Project Complex, the maintenance of the Building / Project Complex may be handed over to the Maintenance Agency. The Allottee(s) agrees to execute Maintenance Agreement with the Maintenance Agency or any other person /agency or other body/association of apartment owners for the maintenance and upkeep of the Building/ Project Complex. The Maintenance Agreement shall not be deemed to be executed till the same is signed by all the relevant parties. The Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the Maintenance Agency from time to time. The Developer reserves the right to change, modify, amend, impose additional conditions in the Maintenance Agreement at the time of its final execution. The Allottee(s) shall be liable to pay the Maintenance Charges from the date of taking of possession of the Allotted Apartment or the date falling 30 days from the date issuance of the offer for possession letter by the Developer, whichever is earlier.

A standard and individual pre-paid meter shall be installed in each Apartment at the cost of the Allottee for recording, calculation and collection / payment of the electricity, power back-up and Maintenance Charges. The Company shall have the sole right to select the brand, model, make and type of the meter to be installed in the Apartment and the Allottee shall not have the right to object to the same.

The Allottee unconditionally agrees that in event of non-payment of any charges within the time specified shall also disentitle the Allottee to the enjoyment of Common Areas including lifts, electricity, water etc., and the Maintenance Agency shall be free to discontinue/disconnect the said services.

The Allottee agrees that a general watch and ward arrangement is proposed to be provided in the Project Complex. Accordingly, the Developer/or Maintenance Agency appointed by the Developer / Association shall have the right to restrict the entry in the Project Complex. The Allottee agrees that provision of such a watch and ward service would not, under any circumstances, create any liability of any kind upon the Developer/Maintenance Agency for any mishap caused by any miscreant. It is in the interest of the Allottee(s) to help the Maintenance Agency in effectively keeping the Apartment and Complex secured in all ways. For the purpose of security, the maintenance agency shall be free to restrict and regulate the entry of visitors into the Complex.

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**ALLOTTEE(S)**

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**DEVELOPER**

## **19. FIXATION OF TOTAL MAINTENANCE CHARGES**

The total Maintenance Charges shall be more elaborately described in the Maintenance Agreement. The Allottee(s) shall be liable to pay the Maintenance Charges from the date of taking of possession of the Allotted Apartment or the date falling 30 days from the date issuance of the offer for possession letter by the Developer, whichever is earlier. It is agreed by the Allottee(s) that the payment of Maintenance Charges will be applicable whether or not the possession of Allotted Apartment is taken by the Allottee(s). The Maintenance Charges shall be recovered on such estimated basis which may also include the overhead cost on monthly / quarterly intervals as may be decided by the Maintenance Agency and adjusted against the actual audited expenses as determined at every end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Allottee(s) agrees and undertakes to pay the maintenance bills on or before due date as intimated by the Maintenance Agency.

## **20. INTEREST FREE MAINTENANCE SECURITY (IFMS)**

The Parties agrees that only Common Areas shall be transferred to the Association. Facilities like parking spaces, storage spaces, servant rooms, convenient shops, terraces not allotted to any allottee, shall not be handed over to the Association and will be owned by the Developer and may be sold to any person on any terms and conditions as the Developer deems fit.

In order to secure adequate provision of the maintenance services and due performance of the Allottee(s) in paying promptly the maintenance bills and other charges as raised by the Maintenance Agency, the Allottee(s) agrees to deposit, as per the schedule of payment given in **Annexure III** and to always keep deposited the IFMS with the association of apartment owners in the Project or with the Developer (in case and till such time the association is not formed). In case the Allottee(s) fails to pay any Maintenance Charges bill then (a) the Allottee(s) shall not be entitled to avail any maintenance services (b) and the amount of such Maintenance Charges bills shall be adjusted out of the amount of IFMS. If due to such adjustment in the principal amount, the IFMS falls below the prescribed amount then the Allottee(s) hereby undertakes to make good the resultant shortfall within fifteen days of the due date of the defaulted Maintenance Charges bill along with the interest @ 12% p.a. for the period of delay. The Association or the Developer (in case and till such time the Association is not formed)reserves the right to increase the Maintenance Charges and / or IFMS from time to time keeping in view the increase in the cost of maintenance services and the defaults committed by the Allottee(s). The decision of the Developer / Association shall be final and binding upon the Allottee(s).

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**ALLOTTEE(S)**

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**DEVELOPER**

The Allottee(s) agrees to pay such increases within fifteen (15) days of written demand by the Developer. If the Allottee(s) fails to pay such increase in the IFMS or to make good the shortfall as aforesaid on or before its due date, then the Developer may in its sole discretion treat this Agreement as cancelled without any notice to the Allottee(s) and to adjust the shortfall from the sale proceeds of the Allotted Apartment and to refund to the Allottee(s) the balance of the money realized from such sale after deducting there from the entire Earnest Money and Non Refundable Amounts. It is made specifically clear and it is so agreed by and between the Parties hereto that this part of the Agreement relating to IFMS as stipulated in this clause shall survive the conveyance of title of the Allotted Apartment in favour of the Allottee(s) and the Developer / Association / Maintenance Agency shall have first charge/lien on the Allotted Apartment in respect of any non-payment of shortfall/increases as the case may be.

The Developer shall at its sole discretion have the right to refund / offer to refund in full and final settlement of the IFMS or transfer to the Association, after adjusting there from any outstanding Maintenance Charges bills and / or other outstanding amounts at any time including upon execution of the Conveyance Deed and thereupon the Developer shall stand completely absolved / discharged of all of its obligations and responsibilities concerning the IFMS, including but not limited to issues of repayment, refund and / or claims, if any relating to the same. The Association, upon transfer of the IFMS and/or in case fresh IFMS is sought from the Allottee(s) as stipulated hereinabove shall have the right to modify / revise all or any of the terms of the Maintenance Agreement, including but not limited to the amount / rate of IFMS, etc.

The Allottee(s) has specifically agreed that the allotment of the Apartment shall be subject to strict compliance of a code of conduct that may be determined by the Developer / Association for occupation and use of the Allotted Apartment and such other conditions as the Developer / Association may deem fit from time to time which may include but is not limited to usage of the Apartment, operation hours of various maintenance services, general compliance for occupants of the Project Complex, regulation as to entry/exit of the visitors, invitees, guests, security, etc. It is clarified that the code of conduct as may be specified by the Developer / Association is always subject to change by the Developer / Association.

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**ALLOTTEE(S)**

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**DEVELOPER**

## **21. USE OF THE SAID APARTMENT**

The Allottee(s) shall not (i) use the Apartment for any purpose other than for residential purpose; or (ii) use the same in a manner that may cause nuisance or annoyance to other apartment owners or residents of the Project Complex; or (iii) use the Apartment for any commercial or illegal or immoral purpose; or (iv) do or cause anything to be done in or around the Apartment which tends to cause interference to any adjacent plot(s) / building(s) or in any manner interfere with the use of roads or amenities available for common use. The Allottee(s) shall indemnify the Developer against any action, damages or loss due to misuse for which the Allottee(s) / occupant shall be solely responsible. The Allottee shall be liable to pay damages for loss caused by it to the Building, Common Areas and property or other residents in the Project resulting due its own acts and omissions.

## **22. PAYMENT FOR REPLACEMENT, UPGRADATION, ADDITIONS OF LIFTS, DG SETS, ELECTRIC SUB-STATIONS, PUMPS, FIRE FIGHTING EQUIPMENT AND OTHER CAPITAL PLANTS/EQUIPMENTS.**

As and when any plant and machinery within the Project Complex/Building, as the case may be, including but not limited to lifts, DG sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc., require replacement, upgradation, additions etc., the cost thereof shall be contributed by all the Allottee (s) in the Building/Said Complex, as the case may be on pro-rata basis as specified in this Agreement. The Developer or the Maintenance Agency or the Association shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Allottee(s) agrees to abide by the same.

## **23. EVENTS OF DEFAULTS AND CONSEQUENCES**

The Allottee understands and agrees that any defaults, breaches and/or non-compliance of any of the terms & conditions of this Agreement shall be deemed to be an event of default, liable for consequences stipulated herein. The events of defaults include:

- i) failure to make payments within the time as stipulated in the schedule of payments as given in **Annexure III**, failure to pay the stamp duty, legal, registration, any incidental charges, any increase in security including but not limited to Interest Free Maintenance Security as demanded by the Association, any other charges, deposits for supply of electrical energy, taxes etc., as may be notified by the Developer to the Allottee under the terms of this Agreement, and all other defaults of similar nature.

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**ALLOTTEE(S)**

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**DEVELOPER**

- ii) failure to perform and observe any or all of the Allottee's obligation under this Agreement or failure to execute any deed/document/undertakings/indemnities etc.
- iii) failure to take over the possession of Allotted Apartment for occupation and use within the time stipulated by the Developer in its notice.
- iv) failure to execute the Conveyance Deed within the time stipulated by Developer in its notice.
- v) assignment of this Agreement and allotment therein or any interest in the Allotted Apartment without prior written consent of the Developer.
- vi) dishonor of any cheque(s) given by Allottee for any reason whatsoever.
- vii) Sale / transfer / disposal of / dealing with, in any manner, of the reserved parking space independent of the Allotted Apartment.
- viii) any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/agreement/indemnity etc., or as demanded by the Developer which amounts to an event of default.
- ix) Misrepresentation / concealment / fraud, suppression of material facts, or wrong statements.

Upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified above, the Developer shall be entitled, at its sole discretion, to cancel the allotment of the Allotted Apartment and terminate this Agreement. In such case of cancellation of the Allotted Apartment and termination of the Agreement by the Developer, the Developer shall be entitled to forfeit entire amount of money paid by the Allottee(s) and takeover the possession of the demised premises. In the event of waiver/restoration being allowed or on account of any exceptional circumstances, restoration charges as determined by the Developer will be recovered in lump sum as applicable at that time.

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**ALLOTTEE(S)**

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**DEVELOPER**

If the Developer elects to cancel the allotment of the Allotted Apartment and terminate this Agreement, the Allottee shall have 15 Days from the date of issue of notice of cancellation by the Developer to rectify the default as specified in that notice. The Allottee agrees that if the default is not rectified within such 15 days, this allotment of the Allotted Apartment shall be liable to be cancelled without any further notice and the Developer shall have the right to forfeit as liquidated damages the entire amount of money paid by the Allottee.

The Allottee agrees that upon such cancellation of the Allotted Apartment and termination of the Agreement, the Developer will be released and discharged of all liabilities and obligations under this Agreement and the Allottee hereby authorizes the Developer that the Allotted Apartment along with all incidents of the Allotted Apartment, including the car parking space may be sold to any other third party by the Developer or dealt in any other manner as the Developer may in its sole discretion deem fit as if this Agreement had never been executed and without accounting to the Allottee for any of the proceeds of such sale.

#### **24. COMPLIANCE WITH LAWS**

The Parties undertake to abide by the applicable laws, rules, regulations including the Apartment Act applicable hereafter to the said Allotted Apartment and the Project. The Allottee(s) shall also comply with all directions, regulations terms and conditions in relation to the Project Land. The Allottee agrees to abide by all the terms and conditions of all applicable statutory or civic authority and Governmental Authority to which the Developer and consequently the Allottee is subject to, now or in future.

The Allottee agrees that all taxes or charges including house tax, water tax sewer tax and other municipal taxes, present or future, on the Project Land or Building levied by any Governmental Authority/Nagar Nigam, from the date of application will proportionately be borne by the Allottee(s).

#### **25. UNDERTAKING BY THE ALLOTTEE(S)**

The Allottee(s) specifically undertakes to observe and comply with the terms & conditions of all the agreements executed by the Developer in relation to the Project Land, to the extent applicable to the Allottee upon it becoming owner of the Allotted Apartment.

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**ALLOTTEE(S)**

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**DEVELOPER**

26. **TRANSFER OF OWNERSHIP**

The transfer and conveyance of the Allotted Apartment shall be allowed after receipt of all payments, dues, levies, taxes or any other payments falling due by virtue of this Agreement, and adherence to all the terms and conditions of this Agreement by the Allottee(s). The Apartment hereby allotted is by virtue of its design is not partitionable. The Allottee agrees not to try and partition or divide it. It shall not be sold or transferred in part or as undivided interest, but only as one whole (single) unit. The car parking space and club membership and all other incidents of the Allotted Apartment will always go along with the ownership of the Allotted Apartment. In case the Allottee wishes to transfer its/his/her interest in the property hereby agreed to be allotted, the transferee shall always be bound by the terms and conditions of these presents. Transfer of the Apartment including rights as those of Allottee(s) herein, shall be done only after obtaining prior written approval of the Developer. Administrative charges at the rate of Rs. 25 (twenty five) per square feet for the Saleable Area shall be paid by the Allottee to the Developer at the time of the transfer. Any change in the name (including additions/deletion) registered as Allottee with the Developer will be deemed as transfer for this purpose. The Administrative charges for the transfer of the unit amongst the family members (Husband/ Wife/ Own Children/ Mother/ Father and Real Brother/Sister) will be 25% of the normal Administrative Charges for every transfer. The transfer of the interest in the Allotted Apartment shall be recorded in the endorsement forms contained in **Annexure V**.

The Allottee(s) shall indemnify and hold the Developer harmless against all claims, losses, damages, proceedings and disputes suffered by the Developer that arise as a result of transfer of the Allotted Apartment by the Allottee(s).

27. **CLUB MEMBERSHIP**

The club membership fees shall not include the charges towards the maintenance and facilities as well as annual subscription fee of the Club. The charges towards maintenance and service charges shall be paid extra/separately by the members as per the bills raised by the Maintenance Agency.

The facility of Club Membership shall be available to the residents only. It is further made clear that the aforesaid membership fee is non refundable. In the event of transfer of Allotted Apartment by the Allottee, the transferee shall have to pay the club membership fee as per prevailing norms at the time of transfer. Membership fee shall be charged from the transferee in the event of every subsequent transfer.

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**ALLOTTEE(S)**

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**DEVELOPER**

In the event of default in paying annual subscription fee or maintenance and service charges, the club membership of the Allottee shall stand suspended, if the default continues for 15 days and the same shall stand terminated after expiry of 30 days of default without any notice and consequently the member shall not be allowed to enter the club premises. However, the management of the club in its sole discretion may revoke the termination subject to payment of penal interest @ 18% p.a. over the arrears of dues.

**28. ELECTRICITY, POWER BACK-UP, WATER AND SEWERAGE CHARGES**

The electricity, water and sewerage connection charges payable to the Government bodies and authorities shall be borne by the Allottee(s) proportionately. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer. The Allottee(s) undertakes to pay additionally to the Association / Maintenance Agency on demand the actual cost of electricity, power back up, water and sewer consumption charges and/ or any other charge which may be payable in respect of the Allotted Apartment. The Allottee(s) undertakes to pay extra charges on account of external electrification as demanded by the concerned electricity distribution company in the area where the Project is situated, for electrification at the time of possession.

**29. RIGHT TO ENTER IN TO THE APARTMENT FOR REPAIRS**

The Allottee(s) agrees that in addition to the Developer's and the Maintenance Agency's right to unrestricted usage of all Common Areas and facilities for providing necessary maintenance services, the Allottee agrees to permit the Developer or the Maintenance Agency to enter into the Allotted Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Apartment or the defects in the Apartment above or below the said Apartment. Any refusal of the Allottee to give such right to entry will be deemed to be a violation of this Agreement and the Developer shall be entitled to take such actions as it may deem fit.

**30. INSURANCE OF THE SAID BUILDING**

The structure of the Building may be insured against fire, earthquake, riots and civil commotion, militant action etc., by the Association or the Maintenance Agency on behalf of the Allotees and the cost thereof shall be payable by Allottee as the part of the maintenance bill raised by the Maintenance Agency but goods inside each Apartment shall be insured by the Allottee at his own cost.

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**ALLOTTEE(S)**

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**DEVELOPER**

The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Apartment or any part of the said Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

### **31. USE OF BASEMENT AND SERVICE AREAS**

The basement(s) and service areas, if any, as may be located within the Building/Project Complex, as the case may be, shall be earmarked by the Developer to house services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per building plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever and the same shall be reserved for use by the Developer or the Maintenance Agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Agreement by the Allottee(s).

### **32. ALLOTTEE'S DUTY TOWARDS EXTERNAL FACADE OF APARTMENT**

The Allottee shall not put up any name or sign board, neon sign, publicity or advertisement material etc. on the external facade of the building or anywhere on the exterior of the building or Common Areas and shall not change the Colour Scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design of the Allotted Apartment. The Apartment number plate and its location will be fixed by the Developer and shall not be changed to any other design. No advertisement or other signage shall be permitted at any place. Even professionals will not be allowed any additional name plate or advertisement. The Allottee shall not put up any grill, railing or other fixtures in the Apartments so as to affect, modify, alter or redesign the façade of the Apartment. The air conditioner and coolers shall be put and installed only at the specified and designated places.

The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.

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**ALLOTTEE(S)**

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**DEVELOPER**

### **33. USE OF TERRACE**

Subject to applicable laws, the Allottee agrees and understands that the Developer shall have unqualified and unfettered right to sell to anyone of their choice, the terrace above the top floor of Building(s)/ Project Complex subject to the necessary means of access to be permitted for such purposes so as to reach the water tank and lift room of the building(s)/Complex.

The purchasers of such terraces shall be entitled to make use of the same for such purposes, as may be permitted by the Developer to which the Allottee or anybody representing to him/her shall have no objection.

The Developer shall have all the rights over the roof top/terrace. The Developer shall have the right to give on lease or hire any part of the roof top/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee(s) shall not have a right to object or cause any hindrance to the same or make any claims on this account. The roof top/terrace shall always vest with the Developer and the Developer shall be the sole owner thereof.

### **34. GENERAL COMPLIANCE WITH RESPECT TO THE SAID APARTMENT**

The Allottee(s) shall, after taking possession be solely responsible to maintain the Allotted Apartment at the Allottee's cost, in a good repair and condition and shall not do or suffer to be done anything in or to the Building/ Allotted Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any Governmental Authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment. The non-observance of the provisions of this clause shall entitle the Developer or the Maintenance Agency, to enter the Apartment, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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**ALLOTTEE(S)**

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**DEVELOPER**

**35. RIGHT OF THE DEVELOPER TO MAKE ADDITIONAL CONSTRUCTIONS**

The Allottee agrees and unconditionally authorizes the Developer to make additions to or put up additional structures in/upon the Building or anywhere in the Project Complex or any portion of Project Land as may be permitted by the Governmental Authorities and such additional structures shall be the sole property of the Developer which the Developer will be entitled to dispose off in any way it chooses without any interference on the part of the Allottee(s). The Allottee agrees that the Developer, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fitting on-the additional structures/stories with the existing electric, water, sanitary and drainage sources.

The Allottee agrees and undertakes that he/she shall after taking possession of the said Apartment or at any time thereafter, not object to the Developer constructing or continuing with the construction of the other building(s)/blocks outside/adjacent to the Building or inside the Project Complex/ Project Land or claim any compensation or withhold the payment of Maintenance Charges and other charges, as and when demanded by the Developer, on any ground whatsoever.

**36. RIGHT OF THE DEVELOPER TO ADDITIONAL FLOOR AREA RATIO (FAR)**

The Allottee(s) agrees and understands that if the FAR is increased beyond the current applicable FAR by the Government Authority, the Developer shall have the exclusive right and ownership on the additional FAR beyond the current applicable FAR. The Developer shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional buildings in the Project Complex as per the approvals granted by the Governmental Authorities. The Allottee(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Developer, which the Developer shall be entitled to dispose of in any manner it chooses without any interference from the Allottee(s). The Developer shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Project Complex. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the Said Building/ Said Complex

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**ALLOTTEE(S)**

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**DEVELOPER**

**37. DEVELOPER'S RIGHT TO RAISE FINANCE**

The Developer shall have the right to raise finance/loan from any financial institution/bank by way of mortgage / charge / securitization of receivables or in any other mode or manner by charge/mortgage of the Building / Project Complex / Project Land subject to the condition that the Allotted Apartment shall be free from all encumbrances at the time of execution of Conveyance Deed.

**38. AGREEMENT SUBORDINATE TO MORTGAGE BY DEVELOPER**

The Allottee(s) agrees that no lien or encumbrance shall arise against the Allotted Apartment as a result of this Agreement or any money deposited hereunder by the Allottee(s). In furtherance and not in derogation of the provisions of the preceding sentence the Allottee(s) agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Developer and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the Allotted Apartment or excuse the Allottee(s) from completing the payment of the price of the Allotted or performing all the Allottee's other obligations hereunder or be the basis of any claim against or liability of the Developer provided that at the time of the execution of the Conveyance Deed the Allotted Apartment shall be free and clear of all encumbrances, lien and charges whatsoever. In case of the Allottee(s) who have opted for long term payment plan arrangement with any financial institutions / banks the conveyance of the Apartment in favour of the Allottee(s), shall be executed only on the Developer receiving no objection certificate from such financial institution / banks.

**39. DEVELOPER'S CHARGE ON THE ALLOTTED APARTMENT**

The Allottee(s) agrees that the Developer shall have the first charge/lien on the Allotted Apartment/Parking Spaces for the recovery of all its dues payable by the Allottee(s) under this Agreement. Further the Allottee(s) agrees that in the event of his/her failure to pay such dues as afore-stated, the Developer will be entitled to enforce the charge/lien by selling the Allotted Apartment to recover and receive the outstanding dues out of the sale proceeds thereof.

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**ALLOTTEE(S)**

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**DEVELOPER**

**40. PURCHASE NOT DEPENDENT ON FINANCIAL CONTINGENCY**

The Allottee(s) may obtain finance from any financial institution / bank or any other source but the Allottee(s) obligation to purchase the Allotted Apartment pursuant to this Agreement is not to be contingent on the Allottee(s) ability or competency to obtain such financing and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has been able to obtain financing for the purchase of the Allotted Apartment.

**41. BINDING EFFECT**

This Agreement does not create a binding obligation on the part of the Developer or the Allottee(s) until firstly, the Allottee(s) signs and delivers this Agreement with all the annexures along with the payments due as stipulated in the schedule of payments in **Annexure III** and secondly a copy of this Agreement executed by the Developer through its authorized signatory is delivered to the Allottee(s) within thirty (30) days from the date of receipt of this Agreement by the Developer from the Allottee(s).

If the Allottee(s) fails to execute and deliver to the Developer this Agreement within fifteen (15) days from the date of its dispatch by the Developer, then the application of the Allottee(s) shall be treated as cancelled and the Application Earnest Money and Non Refundable Amounts paid by the Allottee(s) shall stand forfeited. If the counter part of this Agreement is not executed by the Developer and dispatched to the Allottee(s) within thirty (30) days from the date of its receipt from the Allottee(s), then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Allottee(s) in connection therewith shall be refunded to the Allottee(s) without any interest or compensation whatsoever. Upon such termination neither party shall have any further rights, obligations or liabilities against the other.

**42. AGREEMENT NOT ASSIGNABLE**

This allotment or any right or interest of Allottee in this Agreement shall not be assigned by the Allottee without prior written consent of the Developer which consent shall be subject to applicable laws and notifications or any governmental directions of the competent Governmental Authority and further shall be subject to the terms, conditions and charges as the Developer may impose.

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**ALLOTTEE(S)**

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**DEVELOPER**

The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Developer shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee in violation of this Agreement shall be a default on the part of Allottee entitling the Developer to cancel this Agreement and to avail of remedies as set forth under this Agreement.

**43. ENTIRE AGREEMENT**

The Allottee(s) agrees that this Agreement including along with its annexures and the application form executed and submitted by the Allottee for Allotment of the Apartment constitutes the entire Agreement between the parties with respect to the subject matter hereof and supercedes any and all understandings, any other agreements, correspondences, arrangements whether written or oral, if any, between the Parties hereto. The terms and conditions of the application executed and submitted by the Allottee for Allotment of the Apartment shall continue to be binding on the Allottee(s) save and except in case where the terms and conditions of the application are at variance with the terms and conditions of this Agreement in which case the terms and conditions of this Agreement shall prevail. Subject to other provisions of the Agreement, this Agreement can be amended only in writing duly signed by all the Parties.

**44. RIGHT TO AMEND TERMS AND CONDITIONS**

The Allottee(s) agrees and understands that terms and conditions of the Agreement may be modified / amended by the Developer in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding on the Allottee(s). Any such modification or amendment shall not require consent of the Allottee.

**45. RIGHT TO AMEND ANNEXURES**

The Developer further reserves the right to correct, modify, amend or change all the annexures attached to this Agreement and also annexures which are indicated to be tentative at any time prior to the execution of the Conveyance Deed of the Allotted Apartment.

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**ALLOTTEE(S)**

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**DEVELOPER**

**46. AGREEMENT SPECIFIC ONLY TO THE SAID APARTMENT/SAID COMPLEX**

The Allottee(s) agrees that the provisions of this Agreement and those contained in other annexures are specific and applicable to apartments offered for sale in the Project Complex and these provisions cannot be read in evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s), Commission, Consumer Disputes Forum(s) or any other judicial forum involving any other apartment(s)/ building(s)/ project(s) of the Developer/ its associates/ subsidiaries, partnership firms in which the Developer is partner or interested.

**47. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT PURCHASER**

All the provisions contained herein and the obligations arising hereunder in respect of the Allotted /Building/ Project Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/assignees of the Allotted Apartment, as the said obligations go along with the Apartment for all intents and purposes.

**48. WAIVER NOT A LIMITATION TO ENFORCE**

Without prejudice to the rights/remedies available to the Developer elsewhere in this Agreement, 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.

**49. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under any 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.

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**ALLOTTEE(S)**

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**DEVELOPER**

**50. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment in common with the other Allotees in the same building, the same shall be the proportion which the Saleable Area of the Allotted Apartment bears to the total Saleable Area of all the apartments in the Building/ Project Complex as the Developer may decide. Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with the Allotees of all the buildings, to be constructed on the Project Land the same shall be in proportion which the Saleable Area of the Allotted Apartment bears to the total Saleable Area of all the apartments in all the buildings to be constructed on the Project Land.

**51. FORCE MAJEURE**

The Developer shall not be responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented due to Force Majeure conditions.

**52. ALLOTTEE'S REPRESENTATIONS**

The Allottee represents as follows:

The Allottee has understood and appreciated the content and the implications of the laws applicable to Project and the Allotted Apartment.

The Allottee has inspected the site, the plans, ownership records and other documents relating to the title and all other details of the Allotted Apartment that the Allottee considers relevant for the transaction contemplated herein. The Applicant has satisfied himself/herself about the right, title and capacity of the Developer to deal with the Allotted Apartment and Project and has understood all the limitations and obligations thereof.

The Allottee has capacity and authority to execute this Agreement, to perform his /its obligations under this Agreement and buy, hold and own the Apartment.

**53. RIGHT TO JOIN AS AFFECTED PARTY**

The Allottee agrees that the Developer shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee if the Developer's rights under this Agreement are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee agrees to keep the Developer fully informed at all times in this regard.

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**ALLOTTEE(S)**

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**DEVELOPER**

**54. FURTHER ASSURANCES**

The Allottee(s) agrees that the persons to whom the Apartment is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Developer such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Developer may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**55. COPIES OF THE AGREEMENT**

Two copies of this Agreement shall be executed and the Developer shall retain the one copy of this Agreement and send the second executed copy to the Allottee(s) for his reference and record.

**56. RIGHT TO TRANSFER OWNERSHIP**

The Developer reserves the right to transfer ownership of the Building/ Project Complex in whole or in parts to any other entity such as partnership firm, body corporate (s) whether incorporated or not, association or agency by way of sale / disposal / or any other arrangement as may be decided by the Developer in its sole discretion and the Allottee(s) agrees that he / she shall not raise any objection in this regard.

**57. NOTICES**

All notices or communications under this Agreement shall be in writing and signed by or on behalf of the Party giving it and are effective upon delivery to the applicable Party by letter, facsimile transmission (save as otherwise provided herein) or electronic mail at the address mentioned in this Agreement.

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**ALLOTTEE(S)**

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**DEVELOPER**

**58. DELIVERY OF NOTICES**

Any notice, document, or communication shall be deemed to be duly given or made when delivered (in the case of personal delivery), at the time of transmission (in the case of electronic mail and facsimile transmission, provided that in the case of facsimile transmission the sender has received a receipt indicating proper transmission and a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address set out below), or three (3) Days after being dispatched in the post, postage prepaid, by the most efficient form of mail available and by registered mail if available (in the case of a letter) to such Party at its address or facsimile number specified above, or at such other address or facsimile number as such Party may hereafter specify for such purpose to the other Parties hereto by notice in writing.

**59. JOINT ALLOTTEES**

That in case there are Joint Allottee 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 intents and purposes be considered as properly served on all the Allottee.

**60. ARBITRATION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of the Application/ Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties, shall be settled amicably by mutual discussion. In the event of disputes, claim and/or differences not being amicably resolved, such disputes shall be finally resolved by a sole arbitrator appointed mutually by the parties. 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. The venue of the arbitration shall be Agra, Uttar Pradesh, India. All arbitrations proceedings shall be conducted in English.

**61. APPLICABLE LAW AND JURISDICTION**

This Agreement shall be construed and enforced in accordance with the laws of India.

Subject to arbitration provision above, the Courts at Agra shall have the exclusive jurisdiction.

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**ALLOTTEE(S)**

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**DEVELOPER**

IN WITNESS WHEREOF THE PARTIES, THROUGH THEIR AUTHORIZED REPRESENTATIVES, HAVE EXECUTED THIS AGREEMENT ON THE DATE FIRST ABOVE WRITTEN.

By Apartment Allottee(s)

<b>Signature of Allottee 1</b> <hr/>	<b>Signature of Allottee 2</b> <hr/>
Name: <hr/>	Name: <hr/>
<b>Signature of Allottee 3</b> <hr/>	<b>Signature of Allottee 4</b> <hr/>
Name: <hr/>	Name: <hr/>

By the within named Developer **SHREE RIDDHI SIDDHI BUILDWELL LIMITED**

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Name of the Authorized Signatory

**WITNESSES**

1. **Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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2. **Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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**ALLOTTEE(S)**

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**DEVELOPER**

**ANNEXURE I**  
**DETAILS OF THE ALLOTTED APARTMENT**

Unit / Apartment No. \_\_\_\_\_ Floor No. \_\_\_\_\_ Tower \_\_\_\_\_

Saleable Area: \_\_\_\_\_ Square Feet (approx.).

Saleable Area: \_\_\_\_\_ Square Meters (approx.).

Car Parking: \_\_\_\_\_ (in number) \_\_\_\_\_ (in words)

Electricity Load: \_\_\_\_\_ KVA

Power Back-up: \_\_\_\_\_ KVA

Special Furnishing Pack (if any opted by the Allottee): \_\_\_\_\_

Other Details (if any): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**ALLOTTEE(S)**

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**DEVELOPER**

**ANNEXURE II**  
**DESCRIPTION OF THE CONSIDERATION**

Basic Sale Price (BSP) (including land cost and construction cost)	<b>A- Land Account:</b> Rate Rs. .... Saleable Area ....  Amount Rs. ....  <b>B- Construction Account:</b> Rate Rs. .... Saleable Area ....  Amount Rs. ....  <b>(A+B) = (Land Account + Construction Account):</b> Rs. _____ (in numbers) Rs. _____ (in words)  @ Rs. _____ per Square Feet of Saleable Area.  @ Rs. _____ per Square Meter of Saleable Area.
Car Parking Slot(s)	Rs. _____ (in numbers) Rs. _____ (in words)  @ Rs. _____ for first Parking Slot.  and @ Rs. _____ per slot for additional _____ Parking Slot(s).

**ALLOTTEE(S)**

**DEVELOPER**

Preferential Location Charges (PLC)	Rs. _____ (in numbers) Rs. _____ (in words)  @ Rs. _____ per Square Feet of Saleable Area.  @ Rs. _____ per Square Meter of Saleable Area.
Internal Development Charges	Rs. _____ (in numbers) Rs. _____ (in words)  @ Rs. _____ per Square Feet of Saleable Area.  @ Rs. _____ per Square Meter of Saleable Area.
External Development Charges	Rs. _____ (in numbers) Rs. _____ (in words)  @ Rs. _____ per Square Feet of Saleable Area.  @ Rs. _____ per Square Meter of Saleable Area.
Electric Sub-Station Charges	Rs. _____ (in numbers) Rs. _____ (in words)  @ Rs. _____ per Square Feet of Saleable Area.  @ Rs. _____ per Square Meter of Saleable Area.

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**ALLOTTEE(S)**

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**DEVELOPER**

Electricity Connection & System Loading Charges	Rs. _____ (in numbers) Rs. _____ _____ (in words) @ Rs. _____ per KVA.
Security Deposit (for electric connection)	Rs. _____ (in numbers) Rs. _____ _____ (in words)
Meter Charges  (Payable on Actual Basis at the time of Offer for Possession)	Rs. _____ (in numbers) Rs. _____ _____ (in words)
Power back-up Installation Charges	Rs. _____ (in numbers) Rs. _____ _____ (in words) @ Rs. _____ per KVA
Club Membership Fees	Rs. _____ (in numbers) Rs. _____ _____ (in words)

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**ALLOTTEE(S)**

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**DEVELOPER**

Other Charges (if any)	<p>(1) Description: _____  _____</p> <p>Charges: Rs. _____ (in numbers)  Rs. _____ (in words)  @ Rs. _____ per _____.</p> <p>(2) Description: _____  _____</p> <p>Charges: Rs. _____ (in numbers)  Rs. _____ (in words)  @ Rs. _____ per _____.</p>
<b>Total Agreed Consideration (excluding taxes)</b>	<p>Rs. _____ (in numbers)  Rs. _____ (in words)</p> <p><b>Plus:</b> (1) Electric Sub-Station Charges, (2) Electricity Connection &amp; System Loading Charges, (3) Security Deposit (for electric connection), (4) Meter Charges, (5) Power back-up Installation Charges, and (6) Interest Free Maintenance Security, (7) Other Charges (if any), at actual rates as determined by Developer at any time prior to the execution of the Conveyance Deed and payable by the Allottee.</p>
<b>Application Amount (excluding taxes)</b>	<p>Rs. _____ (in numbers)  Rs. _____ (in words)</p>
<b>Application Earnest Money (10% of Application Money)</b>	<p>Rs. _____ (in numbers)  Rs. _____ (in words)</p>

**ALLOTTEE(S)**

**DEVELOPER**

<b>Earnest Money (10% of Basic Sale Price)</b>	Rs. _____ (in numbers) Rs. _____ _____ (in words)
<b>Interest Free Maintenance Security</b>	Rs. _____ (in numbers) Rs. _____ _____ (in words)  @ Rs. _____ per square feet of Saleable Area.

**Note: All taxes (including service tax, VAT /GST) are extra and shall be payable along with all payments at applicable rates.**

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**ALLOTTEE(S)**

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**DEVELOPER**

**ANNEXURE III**  
**SCHEDULE OF PAYMENTS AND PAYMENT PLAN**  
*[TO BE INSERTED]*

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**ALLOTTEE(S)**

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**DEVELOPER**

**ANNEXURE IV**  
**SPECIFICATIONS OF THE PROJECT AND THE APARTMENT**  
*[TO BE INSERTED]*

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**ALLOTTEE(S)**

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**DEVELOPER**

**ANNEXURE IV**  
**SPECIFICATIONS OF THE PROJECT AND THE APARTMENT**  
*[TO BE INSERTED]*

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**ALLOTTEE(S)**

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**DEVELOPER**

**ANNEXURE IV**  
**SPECIFICATIONS OF THE PROJECT AND THE APARTMENT**  
*[TO BE INSERTED]*

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**ALLOTTEE(S)**

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**DEVELOPER**

**ANNEXURE IV**  
**SPECIFICATIONS OF THE PROJECT AND THE APARTMENT**  
*[TO BE INSERTED]*

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**ALLOTTEE(S)**

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**DEVELOPER**

**ANNEXURE IV**  
**SPECIFICATIONS OF THE PROJECT AND THE APARTMENT**  
*[TO BE INSERTED]*

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**ALLOTTEE(S)**

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**DEVELOPER**

**ANNEXURE IV**  
**SPECIFICATIONS OF THE PROJECT AND THE APARTMENT**  
*[TO BE INSERTED]*

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**ALLOTTEE(S)**

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**DEVELOPER**

**ANNEXURE V**  
**ENDORSEMENT OF TRANSFER - I**

I/We hereby assign all the rights and liabilities under this Allotment in favour of :	I/We hereby accept all the rights and liabilities under this Allotment assigned in my/our favour by:
<b>TRANSFEROR(S)</b>	<b>I /We agree to be bound by all the terms and conditions of this Agreement.</b> <b>TRANSFeree(S)</b>

**The above transfer is hereby confirmed.**

**FOR SHREE RIDDHI SIDDHI BUILDWELL LIMITED**

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**Authorized Signatory**  
**Date:**

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**ALLOTTEE(S)**

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**DEVELOPER**

## **ENDORSEMENT OF TRANSFER - II**

I/We hereby assign all the rights and liabilities under this Allotment in favour of :	I/We hereby accept all the rights and liabilities under this Allotment assigned in my/our favour by:
<b>TRANSFEROR(S)</b>	<b>I /We agree to be bound by all the terms and conditions of this Agreement.</b> <b>TRANSFeree(S)</b>

**The above transfer is hereby confirmed.**

**FOR SHREE RIDDHI SIDDHI BUILDWELL LIMITED**

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**Authorized Signatory**

**Date:**

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**ALLOTTEE(S)**

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**DEVELOPER**

### **ENDORSEMENT OF TRANSFER - III**

I/We hereby assign all the rights and liabilities under this Allotment in favour of :	I/We hereby accept all the rights and liabilities under this Allotment assigned in my/our favour by:
<b>TRANSFEROR(S)</b>	<b>I /We agree to be bound by all the terms and conditions of this Agreement.</b> <b>TRANSFeree(S)</b>

**The above transfer is hereby confirmed.**

**FOR SHREE RIDDHI SIDDHI BUILDWELL LIMITED**

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**Authorized Signatory**

**Date:**

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**ALLOTTEE(S)**

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**DEVELOPER**

### **ENDORSEMENT OF TRANSFER - IV**

I/We hereby assign all the rights and liabilities under this Allotment in favour of :	I/We hereby accept all the rights and liabilities under this Allotment assigned in my/our favour by:
<b>TRANSFEROR(S)</b>	<b>I /We agree to be bound by all the terms and conditions of this Agreement.</b> <b>TRANSFeree(S)</b>

**The above transfer is hereby confirmed.**

**FOR SHREE RIDDHI SIDDHI BUILDWELL LIMITED**

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**Authorized Signatory**

**Date:**

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**ALLOTTEE(S)**

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**DEVELOPER**