

ALLOTMENT LETTER

Name: _____

Unit No. _____



AGREEMENT TO SELL

This Agreement to sell is made at..... on this _____ day of _____, 2014

BY AND BETWEEN

SMV Agencies Private Limited (a company registered under Indian Companies Act, 1956), having its head office at Jaipuria Sunrise Plaza, 12A, Ahinsha Khand, Indipuram, Ghaziabad-201010 (which expression shall include its Consortium members, assigns, successors etc. unless the subject and context requires otherwise) through its authorised representative Mr./Ms. _____ S/W/D of Shri _____, Resident of _____, hereinafter called **FIRST PARTY / SELLER**.

AND

Sh./Smt. _____, S/D/W/o.Sh./Smt. _____

_____, Resident of _____

(2)*Sh./Smt. _____, S/D/W/o.Sh./Smt. _____

_____, Resident of _____

(3)*Sh./Smt. _____, S/D/W/o.Sh./Smt. _____

_____, Resident of _____

* to be filled up in case of Joint Buyers.

(Hereinafter referred to as the **SECOND PARTY/BUYER** which expression shall include his/their heirs, executors, assigns etc. unless the subject or context requires otherwise) of the Other Part.

Wherever the Buyer is a female, the expression 'he', 'him', himself etc. in this Agreement in relation to the Buyer shall be read and construed as 'she', 'her' and 'herself' etc. These expressions shall be deemed as modified and read suitably whenever the Buyer is a Joint Stock Company, body corporate or a firm or an association of persons.

Company

Alottee/s

RECITALS

A. Whereas under the leadership of SMV Agencies Pvt. Ltd. (the Seller) a consortium was formed by a registered consortium agreement, consisting of its associate companies inter-alia Jaipuria Advance Technologies Pvt. Ltd., Jaipuria Cosm etics.Pvt. Ltd., Vibhu Drinks Pvt. Ltd., Jaipuria Leo Software & technology Pvt. Ltd., Banke Bihari Infrastructure Pvt. Ltd., Steel City Beverages Pvt. Ltd., Riskfree Traders Pvt. Ltd., Nagpur Frozen Fo ods Pvt. Ltd., Sreeram Drinks Pvt. Ltd., Rushabh Marketing Pvt. Ltd., Universal Drinks Pvt. Ltd., Hyderabad Beverages Pvt. Ltd., Surya Vaibhav Developers Pvt. Ltd., Jaipuria Durobuild Pvt. Ltd., SMV Realtors Pvt. Ltd., Jaipuria Infrastructure Developers Pvt. Ltd, and Jaipuria Town Planners Pvt. Ltd. as constituent companies who purchased several pieces of land in revenue Village Shahpur, Bamheta, Pargana Dasna, Tehsil and District Ghaziabad, under various Sale Deeds duly registered with the office of Sub-Registrar-I, Ghaziabad with a view to develop the entire lands and to set up and develop thereon a Housing Scheme / Township in consonance with the policy of Government of Uttar Pradesh and under which GDA has issued a Registration Certificate to M/s SMV Agencies Pvt. Ltd. as a Private Developer for the purpose of land assembly, infrastructure developments and construction works for Housing scheme / Township within the Ghaziabad Planning Area.

B. Whereas SMV Agencies Pvt. Ltd., the seller company, who is the Lead Member of the Consortium as well as a registered Private Developer and having license from the Ghaziabad Development Authority, has received approvals from the Ghaziabad Development Authority (hereinafter referred to as 'GDA') and other statutory and competent authorities to develop an Integrated Township (known as 'Jaipuria's Sunrise Greens') at village Shahpur Bamheta Pargana Dasna Tehsil & District Ghaziabad, vide Licence No. 'I.H. Ghaziabad / 04' issued under reference No. 142/Niyojan/06 dated 29/5/2006, 'Detailed Project Report' (DPR) approval vide reference no. 116/Niyojan/06, dated 29/11/2006, and Site Plan approved vide ref. no. 389/MP/2010, dated 07/12/2010, all issued and granted by GDA.

C. Whereas the seller company (Lead member) and members of the consortium have entered into arrangements to carve out, and sell plot of different sizes and dimensions, and to realise the sale price from the intending buyers; and the seller company has laid out plots of different sizes in the integrated township.

D. Whereas the seller / first party is the owner and in absolute possession of 'a vacant residential plot' Number. _____, area measuring _____ sq. yards, that is approx. _____ Sq. meters, situated at Jaipuria's Sunrise Greens, situated in the village Shahpur Bamheta, Pargana Dasna Te hsil and District Ghaziabad., and otherwise well and sufficiently entitled to sell, transfer and convey the ownership of the 'said plot' of land forming part of the approved layout plan of the township.

E. Whereas the Lead Member and Consortium Companies are all acting through authorised Signatory, Mr./Ms._____, S/W/D of Sh._____, authorised vide their resolutions all dated ____/____/____, passed by Board of Directors of the said companies.

F. And whereas the seller has obtained necessary Board Resolutions, duly passed at the meeting of Board of Directors of the Associate / Consortium companies, authorizing the seller to realize the price from the buyer and to execute the necessary documents of transfer in respect of the plot as stated above and to deliver possession.

G. Whereas the Detailed Project Report (D.P.R.) and Site Plan of the Township of the Vendor have been sanctioned by the Ghaziabad Development Authority and the seller company in full compliance with all terms of the licenses, sanctions and permissions granted by GDA and competent authorities has developed "Jaipuria's Sunrise Greens" with aforesaid plot according to site plan sanctioned by the Ghaziabad Development Authority.

H. And whereas the 'seller' pursuant to the aforesaid is executing this Agreement to sell the 'said plot' in favor of the 'Buyer'.

NOW THIS AGREEMENT TO SELL WITNESSES AS UNDER:-

1. PAYMENTS

That the Seller agrees to sell and the Buyer agrees to purchase Plot No. _____ Type _____ admeasuring _____ sq. yards approx. (_____ sq. mtrs approx) in "**JAIPURIA'S SUNRISE GREENS**", situated in and around Village Shahpur Bamheta, Distt. Ghaziabad, Uttar Pradesh, NH-24, as per details below:-

Company

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SI no	ITEM DESCRIPTION	Rate @ per square yard / Lum sum -	Total for plot area -
	TOTAL BASIC SALE CONSIDERATION		
1	Basic Sale Price		
2	Preferential Location Charges (PLC)	As applicable	
3	External development charges (EDC)	2,980	
	Total Basic Sale Consideration:-		
	Amount Received		

(a) **Payment of Total Basic Sale Consideration:** Total Basic Sale Consideration comprises of Basic Sale Price, Preferential Location Charges and External Development Charges. Payment schedule of total sale consideration is mentioned in annexure A.

(b) **Payment of Other Charges:** That the Buyer has understood and agrees to pay all other charges such as Infrastructure / Area Development Charges (ADC), City Development Charges (CDC), External Electrification and Connectivity charges, Metro Cess, as may be applicable before taking permissive possession of the said plot.

(c) Apart from the above if any other services are provided by any Government or local authority for any bigger zone, or on account of any city level special infrastructure projects provided by any competent authority and any charge(s), including Metro Cess, is levied thereon and or any other charges, including but not limited to external electrical connectivity charges, are levied in any respect, or due to any increase in the amount of external development charges; all such sums as demanded shall also be payable in addition to the Aforesaid price of the plot and be paid pro-rata by the Buyer to the seller on demand. A provision to this effect shall be incorporated in the sale / conveyance deed to be executed by the Seller in favour of the Buyer and shall be binding upon the Buyer.

(u) **Earnest Money.** The total basic sale consideration along with all other charges mentioned in present agreement shall constitute the "Total Sale Consideration" and for the purpose of this agreement and the "Earnest Money" shall constitute 84% of the Basic Sale Price of Plot, as stated hereinabove.

(e) **Betterment of Specifications of Internal Services:** The Seller/Consortium members reserve its rights to do all such acts as may necessary and expedient for the betterment of specifications of internal services and in that event any increase in the cost, shall be to the account of the Buyer(s) and payable on demand to the seller, and a provision to this effect shall also be incorporated in the Sale / Conveyance Deed to be executed in favour of the Buyer(s).

(f) Till such time the entire consideration, including PLC, EDC, ADC and all other charges, as mentioned herein in this Agreement and demanded by the Seller and/or competent authorities, are received by the Seller and possession of the Plot handed over, the Seller shall continue to have full control over the Plot and shall continue to be the absolute owner of the same.

(g) All payments under this Agreement shall be made by the Buyer through cheques/demand drafts drawn in favour of "**SMV Agencies Pvt. Ltd.**" payable at New Delhi only.

2. NOTIFICATIONS

At present there is no subsisting notification, or order by the State Government or any other Government or local authority regarding acquisition or requisition or otherwise for taking over of the area in which the plot is located. In case any such development takes place hereafter, the same shall be at the cost and risk of the Buyer who will be bound to carry out and implement all the terms of this Agreement including payment of the outstanding installments and will also thereafter be entitled to receive the compensation paid by the Government / Authority in respect of the plot. The SELLER will not be responsible or liable in any manner whatsoever on account of any such development.

3. CHANGES IN AREA OF PLOT

If in future due to any reasons whatsoever the plot gets omitted/deleted from the layout plan or the Developer is not able to deliver the same to the Buyer or is not able to develop the township for any reason other than those mentioned in article '2' above, the sums deposited by the buyer with the developer shall be payable or refunded as the case may be without any interest thereon and at the same basic sale price rate as agreed above. No other claim, whatsoever, monetary or otherwise shall lie against the Developer/Consortium members or be made by the Buyer(s).

4. SUBSEQUENT TRANSFER

Transfer of the plot including rights as allottee (s) herein will be at the sole discretion of the Seller and the allottee/s will need this prior written approval. Administrative charges as prescribed by the Seller from time to time will be paid by the Transferor; at the time of transfer. Any change in the name (including additions/deletion) recorded as Buyer with the SELLER will be deemed as transfer for this purpose. The administrative charges for the transfer of the plot amongst family members (husband/ wife and own children/mother /father and brother /sister) will be 25% of the normal administrative charges. Claims if any, between Transferor and transferee as a result of subsequent reduction/increase in the area or its location or as a result of encroachment or force action by others will be settled between themselves i.e. transferor and transferee and the Seller will not be party to this.

5. OMISSION/ DELETION OF PLOT

In case there is any increase or decrease in the area of the said Plot and such variation is greater than +15% in the agreed area as contained in above clauses, and the Buyer(s) is un-willing to accept the changed area, then the present allotment shall be treated as terminated and the developer at its sole discretion may offer the plot at some other location subject to availability or alternatively the developer may exercise the option to refund the entire amount received till date in this regard no other compensation of any nature whatsoever shall be demanded by the Buyer(s) from the developer. In such a case the Buyer(s) shall have no right to take any legal recourse or initiate any proceedings of any nature whatsoever for the change in the Plot and location, specification thereof. The Buyer(s) shall be obliged to accept the

alternative residential unit allotted to him by the developer /consorium members in the same township.

6. TITLE OF THE LAND

The Buyer has satisfied himself about the interest and the title of the SELLER in the said land and understands all limitations and obligations in respect of it and there will not be any further investigation or objection by the Buyer in this behalf.

7. EXECUTION OF SALE DEED

- a. The sale deed shall be executed and got registered in favour of the Buyer within a reasonable period after receipt from him of full sale consideration and all other charges and compliance with all other terms and conditions of this Agreement. The cost of stamp duty, registration charges, and other incidental charges will be borne by the Buyer in addition to full sale price of the plot. In case the Govt. demands any stamp duty / registration charges on this Agreement the same will be borne by the Buyer.
- b. No Dues Certificates: The Buyer(s) shall be entitled to execution of the sale deed of said Plot only (i) after making the full payment of the Gross Sales Consideration and all other charges as payable under the Agreement and such entire consideration shall deemed to paid only and only when the developer issues a "No Dues Certificate" in favor of the buyer; and (ii) after the nominated maintenance agency issues a 'No Dues Certificate" in favour of the buyer stating that all applicable maintenance charges have been paid in full to date, and
(iii) After receiving the NOC from the Bank, in case of Loan, if any availed by the allottee from Bank.

8. CONSTRUCTION OVER THE PLOT

- (a) The Buyer shall be bound to start construction of residential house on the said allotted Plot after receiving due sanction and approval of construction plans by the competent authorities within 3 years from the date of possession. Such an application for approval of building plans to GDA shall be accompanied with a 'No Objection Certificate' (NOC) from the seller

Company

Alottee/s

company advising GDA that the seller has no objection to the proposed building plans of the vendee/buyer. GDA shall not process / receive any proposal in the absence of NOC from the seller.

Further the buyer shall complete the construction within two years There from, in terms of the duly granted sanction plan and obtain the completion/ occupancy certificate from the competent authority and simultaneously cause supply of a copy of the said certificate to the SELLER, failing which the Buyer shall be liable to pay non-construction charges to the Seller in the form of liquidated damages for delaying the construction beyond the period of 5 years (3 years + 2 years) in the manner prescribed herein below :-

- a) delay up to one year - @ Rs. 1,000/- per month
- b) delay up to two years - @ Rs. 1,500/- per month
- c) delay up to three years - @ Rs. 2,000/- per month.

9. The Buyer confirms the unequivocal right of the Seller /Consortium members and/or its Associate/Consortium members to alter any terms and conditions/clause of the Project at its discretion as and when considered necessary.

10. MAINTENANCE CHARGES

- a. That the buyer shall sign a separate Maintenance agreement before execution of sale deed. The seller is entitled to pay IBMS (Interest Bearing maintenance Security) as determined by the seller or as per the competent authority and that the shall be deposited in an Escrow Account as per the GDA byelaws.
- b. The Buyer of the plot will be liable to pay necessary charges as determined by the Seller or the maintenance agency for maintaining the various value added services until the services are handed over to a local body. Further, the Buyer shall also deposit with the Company a sum IBMS @ 500/- per sq yard. If the maintenance charges exceed the interest obtained from the escrow account , that amount shall be distributed among the residents on pro rata basis or as demanded by the maintenance agency.
- c. The above arrangement will be applicable till the maintenance of various services of the entire colony is handed over to the Local/Civic Body, or any other agency. The Buyer agrees and consents to the above arrangement and

will not question the same singly or jointly with other Buyers. However, the Seller or its nominee may withdraw from the management aforesaid at any time after a general notice in the colony (and give up its residuary rights therein).

- d. The relationship between the Seller /Consortium members with the Maintenance Service Provider designated for the maintenance services shall be on Principal-to-Principal basis. The Seller /Consortium members shall not be liable or responsible for any acts of commission or omission thereof on the part of the Maintenance Service Provider and/or any other agencies employed by the Maintenance Service Provider whether arising from the Maintenance Agreement or otherwise. The contract between the buyer(s) and the Maintenance Service Provider shall be independent and enforceable against the Maintenance Service Provider only.

11. ELECTRICITY

The Buyer(s) confirms that the Seller or its nominated Agent/Maintenance Agency shall apply to the State Electricity Boards (SEBs)/any other source for bulk electricity supply. If the permission to receive and supply Bulk Electric Supply is received by the Seller/Consortium members or its nominated Maintenance Agency in township, then the Buyer(s) herein undertakes to abide by the terms and conditions of such supply and to pay on demand to the Seller / Maintenance Agency, proportionate share as determined by the Maintenance Agency of all deposits and charges paid or payable by the Maintenance Agency to whom permission to receive bulk supply and distribute the same is granted. However such application shall be made by the SELLER after and only after a minimum number of **50 allottees within a particular block** opt and pay upfront for the connection. In case any allottee does not pay his share of applicable charges to the SELLER or does not agree to opt for such connection, the allottee agrees to be bound to bear the unpaid portion of the minimum charges as may be advised by the SELLER before the connection is made available / energized. The Buyer(s) herein further agrees to enter into and execute Power Supply Agreement and/or all or any other documents, as may be required for this purpose. The said Power Supply Agreement shall inter-alia stipulate the terms and conditions of the supply thereof, the rates or charges payable for the same.

12. TAXES

All taxes, direct or indirect, whether levied or leivable now or in future, on the Plot and/or building on this plot as the case may be shall be borne from the date of booking by the buyer alone and payable by the buyer on demand.

13. ADDRESS OF THE BUYER

- a. The Buyer shall get his complete address registered with the Seller at the time of booking and it shall be his responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his address failing which, all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should ordinarily reach such address and the Buyer shall be responsible for any default in payment and other consequences that might occur there from.
- b. All letters, receipts, and/or notices issued by the SELLER or its nominee and dispatched under Speed Post to the last address known to it of the Buyer shall be sufficient proof of receipt of the same by the Buyer and shall fully and effectually discharge the SELLER or its nominee. Dispatch of such notices etc. to the applicant first named above shall be sufficient compliance for this purpose.

14. POSSESSION OF PLOT

The Buyer shall be entitled to the possession of the plot only after the execution of Sale Deed and after all the amounts payable to SMV are made. However, on specific request of the Buyer, the Seller may give him permissive possession subject to fulfillment of conditions of the seller and in accordance with applicable laws. It will be undertaken by the Buyer that in case if due to act/direction/order of an authority, the Buyer is directed to hand over back the possession, the buyer will hand the same back to seller or to the competent authority as the case may be without any demur. The Buyer indemnifies to the seller of any action from any Court/authority on account of such permissive possession.

15. MORTGAGE, LIEN OVER LAND

- a. The Seller Company shall ensure to have any such charge, if created on the said plot, vacated before the conveyance of title deed in favour of the plot buyer for the said plot.

b. The Seller shall have the first lien and charge on the said Plot in the event of the Buyer parting with any interest for all its dues and/or that may hereafter become due and payable by the Buyer to the Seller under this Agreement. Similarly, the Maintenance Service provider shall have the second charge on the said plot for all its dues and other sums payable by the buyer.

16. ABIDING WITH LAWS/INDEMNITY

- a. The Buyer shall abide by all Laws, Byelaws, Rules and Regulations of Ghaziabad Development Authority / Local bodies and shall be responsible for all deviations, violations or breach of any of the conditions of Rules and Regulations as are applicable or made applicable in future in respect of the development of the project and for construction on the residential plot and the buyer(s) shall keep the Seller /Consortium members indemnified, secure and harmless against all cost consequences and damages arising on account of non-compliance with the said requirement, requisitions, demands and repairs from the date of notice. Any taxes, levies or charges coming into force or imposed thereafter on the Seller /Consortium members as a result of any legal claim, rule or notification, shall also be reimbursed by the Buyer(s) to the Seller /consortium members which shall be payable on demand.
- b. The Buyer, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act 1999, and other applicable laws including that of remittance of payment (s) for acquisition of property and for submission of any documents/declarations etc. as may be prescribed.
- c. The Buyer(s) has represented and warranted to the Developer/Consortium members that he is legally competent and have power and authority to enter into and perform this Agreement.
- d. The Buyer shall use the Plot for the residential purpose only and no other purpose and also as specified by the GDA in its License and/or its Zoning plans/Master plan, guidelines, etc. The Buyer shall indemnify and keep the Seller, its agents, representatives, estate and effect indemnified and harmless against the payment and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said

e. **KNOWLEDGE OF ALL APPLICABLE LAWS:** The Buyer has entered into this Agreement with full knowledge and subject to all the laws and notifications and rules applicable to this township and the terms and conditions contained in the application for allotment and those contained herein.

17. DISPUTE RESOLUTION

Any dispute, controversy or claim arising out of or relating to or in connection with this Agreement, or the breach, termination or validity hereof shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996, as in force (the "Arbitration Act") by reference to a sole arbitrator, appointed by the Seller only.

18. JURISDICTION

Any disputes arising out of this Agreement shall be subject to jurisdiction of Delhi Courts only.

19. RESIDUARY CLAUSES

- a. That none of the Seller/Consortium member's agents, organizers or employees have got any authority to add, alter, change, delete, vary or qualify in any way any of the terms and conditions mentioned in this Agreement and the SELLER/Consortium members is not bound by any verbal assurances or commitments made by any employee(s) / agent of the Seller/Consortium members or anybody else except that which is reduced to writing and signed by a Authorized Signatory of the Seller/Consortium members.
- b. That this Agreement constitutes the entire agreement between the parties and supersedes all previous arrangements, averments, representations whether direct or indirect or through any means of mass media between the parties concerning the matters as are mentioned herein whether oral, written or implied.

Company

Alottee/s

c. **Force Majeure:** That the compliance hereof, by the Seller/Consortium members, of the terms and conditions of this Agreement shall be subject to Force Majeure circumstances, such as act of God, fire, flood, civil commotion, war, riot, explosion, terrorist acts, sabotage, or general shortage of energy, labour equipment, facilities, material or supplies, failure of transportation, strike, lock-outs, action of labour union, change of Law, Act of Government or intervention of Statutory Authorities like GDA or any other cause not within and beyond the reasonable control of the Developer/Consortium members

COMPANY

ALLOTEE/S

WITNESS

NOMINATION FORM

I, _____ S/D/W/

of _____

Applicant of Apartment No. _____ hereby nominate

aged _____ years who is my
and whose address is

_____ as the person
to whom they said apartment shall be transferred in the event of my death.

Executed by me this _____ day of
_____, Specimen Signature / Thumb

impression of Nominee

1.

2.

Witness :-

Signature of the applicant / Allottee

Signature : _____

Full Name : _____

Occupation : _____

Address in full : _____

Company

Allottee/s

S.M.V. Agencies Pvt. Ltd.

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