

M/s. S.L. Group & Associates

Registered office: S.L.Tower, plot no- B3, Alpha commercial Belt- 1st \Greater Noida U.P
Corporate office at Plot No-1 Sector 13 New Moradabad U.P.

ALLOTMENT CUM FLAT BUYER AGREEMENT

(For Partnership Firms)

THIS AGREEMENT is made at Moradabad, Uttar Pradesh on this Date 19th day of. Feb 2018

BETWEEN

M/s. S.L. Group & Associates , a Partnership Firm duly constituted and registered under the partnership act, having its registered office at S.L.Tower, plot no- B3, Alpha commercial Belt- 1st \Greater Noida U.P and corporate office at Plot No-1 Sector 13 New Moradabad U.P. hereinafter referred to as the **Developer** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest, assigns and legal representatives) through its Partners/authorized signatory Mr. Anil Tomar, Mr. Sunil Kumar Gupta, duly authorized by resolution of the ONE PART; AND

name

(*To be filled In case of joint purchasers)

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

DEVELOPER'S REPRESENTATIONS:

- A. WHEREAS **M/s. S.L. Group & Associates** has acquired right, title and interest in Group Housing Plot No. 1, Sector-13, New Moradabad, Moradabad, U.P., measuring 9529.51. Sq.Mt. from Moradabad Development Authority (MDA) vide Sale Deed dated 28.03.2012. bearing No. 2682 Volume No. 7573 and is duly empowered to develop/build flats and allot, enter into agreement for sell/sub-lease and sell/sublease the flats with parking space in the Group Housing Complex.
- B. AND WHEREAS the Developer shall develop the said Plot of Land by constructing Thereon a Group Housing complex known as "**Green Orchid**" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities.

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Developer

Allottee

ALLOTTEE'S REPRESENTATIONS:

- A. AND WHEREAS the Allottee has applied for allotment of said Flat with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said Complex named as " Green Orchid " and is satisfied himself in respect of ownership title of the developer.
- B. AND WHEREAS the Allottee has satisfied himself as to the right/title of the Developer, building plans and other relevant details and terms and conditions of the **Sale Deed** executed by Moradabad Development Authority. The Allottee has confirmed that she has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.
- C. AND WHEREAS the Developer and the allottee relying on the confirmations, representations and assurances of each other and to faithfully abide by all the terms, conditions, obligations and stipulations contained in this Agreement are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- D. AND WHEREAS the Allottee has agreed to the terms and conditions as set out in the Application for the allotment of a Residential Flat with Parking Space details of which are given as under: -

UNIT DETAILS**Unit No.****Type: - 2 BHK****Super Area: - Sq. ft.****Carpet Area : - Sq.ft.****Balcony Area : - Sq.ft.****Common Area: - Sq.ft.****Covered Car Parking Nos : - NIL****Open Car Parking Nos : - ONE****Sale Price : - Rs /- sq.ft.****Total Saling Price : - Rs.****(Excluding Taxes)****FACILITIES INCLUDED****Floor: F****Tower/Block: - A****Payment Plan:****Built up Area:****Date of Booking:**

Total PLC For Floor	
Power Backup Charges @ Rs. 20000/- KVA for2.....KVA (Min. 2KVA & Max. 5KVA)	
Electricity Installation Charges @ Rs. 15000/- KVA for 2 KVA (Min. 2KVA & Max. 5KVA)	
Covered Car Parking Charges (No. of Parking...NIL.....)	
Open Car Parking Charges (No. of Parking.....ONE.....)	
External Development Charges	
Club Membership Charges	
Interest Free Maintenance Security	

Total Cost of the Flat/Unit: Rs/-

Total Paid Amount: Rs. /-

Net Received Amount: Rs. /

Balance Amount: Rs. /+ (GST)

PAYMENT PLAN:

Developer**Allottee**

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

1. That the Developer hereby agrees to transfer the Flat and the Allottee hereby agrees to take the Flat on as described in this Agreement in the said Complex as per the plans and specifications indicated in the Annexure B & C and accepted by her for a total sale price as described in this Agreement in respect of the Flat. Any request from the Allottee for any change in specification of the flat shall not be entertained.
2. That the Allottee hereby agrees to pay to the Developer the Total Sale Price and Extra charges which shall be as per the payment plan opted by the Allottee and as explained to Allottee. The total price mentioned in the application is inclusive of cost of providing electric wiring and switches in the flat however the total price does not include the cost of electric fittings, fixture, water meters etc. and other items not specifically included which shall be got installed by allottee at her own cost.
3.
 - a. That the allottee(s) has/have agreed to pay each installment of the chosen payment plan (Down Payment Plan / Partial down Payment Plan / Construction Linked Plan) **along with GST and 'other charges' as assessed and attributed by the Government of India.**
 - b. That the installments in respect of payment of apartment will be due at the intervals, as per aforesaid payment plan. In case payment is not received within stipulated period specified in the payment plan or even in case of breach of any of the terms and conditions of allotment by the allottee(s), the allotment will be cancelled and 10% of the basic price of the apartment will be forfeited and balance amount, if any, will be refunded without any interest.
 - c. That if any reason of the apartment is cancelled by the allottee(s) or the Builder for the non-payment of any installment or breach of any terms and condition of the application form or the allotment letter then 10% of the Basic price of apartment will be forfeited and balance amount, if any, will be refunded without any interest.
 - d. That Installment Call Notice/Demand Letter issued by the Builder to the effect that installment has become due, as stated above, shall be final and binding on the allottee(s). It is made clear that time for payment is the essence of this allotment.
 - e. That in exceptional circumstances, the Builder may in its sole discretion condone the delay in payment by charging interest @ 18% p.a. In the event of the Builder waiving the right of forfeiture and accepting the payment on that account, no right whatsoever would accrue to any other defaulter allottee(s).
 - f. If the booking for any reason is withdrawn/cancelled by the applicant/allottee, then 10% of the Total Sale Price of Flat will be forfeited and balance amount, if any, will be refunded without any interest after deducting late payment interest or penalty on installment.
4. That the Allottee hereby agrees that she shall pay the price of the said Flat and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the

Developer

Allottee

Project. The Super Area of the said Flat means the covered area of the Flat including the entire area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/Flats which form integral part of Flat and Common areas shall mean all such parts / areas in the entire said Complex which the Allottee shall use by sharing with other occupants of the Complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts, service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to, lift area, machine/pumping set room, security /fire control rooms, maintenance offices / stores, guards Cabin, generator area etc., if provided.

5. That except the particular flat allotted to the allottee, Allottee shall have no claim or right of any nature or kind whatsoever in respect of unsold flat, open spaces, parking spaces/places, lobbies, staircases, lift, terraces, roofs, spaces for commercial, parks, basements, parking spaces except what has been allotted by an agreement to Allottee(s), space for public amenities, shopping centers or any other space not allotted to him/her/them. Right of common area shall vest with the apartment owner association as per applicable Apartment Ownership Act.
6. That the parties have agreed that the cost of development and construction of the flat is escalation-free, save and except increases, which the Allottee hereby agrees to pay due to increase in Flat area, any increase or additional Govt. rates, taxes, cess, etc., that may be levied or imposed by the Govt. /Statutory Authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc., of any Government or the Competent Authorities is made applicable to the flat / Complex subsequent to booking requiring the Developer to provide pollution control devices, water harvesting system etc. in the Complex, then, the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee on pro-rata basis. GST as applicable on sale of the flat shall be paid by the Allottee.
7. That the building plans are tentative and the Developer may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Developer, the Government/MDA, any other Local Authority or Body having jurisdiction.
8. That the building shall confirm to the mandatory requirements and compliances of rules and regulations laid down by State Government of U.P. or any other competent authority applicable at the time of sanction of plan. The allottee shall abide by the terms and conditions imposed by such Authority after taking possession of the flat.
9. That the Allottee shall abide by all laws, rules and regulations of the MDA/Local Bodies/State Govt. of U. P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Developer) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye-laws or rules and regulations after the completion of the complex.
10. That the Allottee shall not cause nuisance to the other allottee and shall not use her flat in a manner that may cause inconvenience to the Allottee of other flats or to crowd/encroach the passages or to use it for any illegal purpose.

Developer

Allottee

11. That the area of the flat may change as per direction of the sanctioning authority or architect or structural engineers of the Developer. In case of variation in the super area to extent of $\pm 3\%$, there shall be no adjustment in the price of the flat. However in case the variation in the flat area is more than $\pm 3\%$, the Allottee shall pay for the increased area (beyond of 3%) at the booking rate. In case of decrease of the flat area, beyond the permissible variation, the amount received in excess over and above the total cost of the flat (beyond of 3%), shall be adjusted by the Developer to the Allottee in the last installment of the total sale price. the Builder shall intimate to the intending allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the apartment to be paid by him/her/them and the intending allottee(s) agrees to inform the Builder in writing his/her/their consent or objection to the Builder within 30 days from the date of such notice failing which the intending allottee(s) shall be deemed to have given his/her/their full consent to all the alterations/modifications. If the intending allottee(s) give his/her/their non-consent/objection then the allotment shall be deemed to be cancelled and the Builder shall refund the entire money received from the intending allottee(s) without making/paying any deduction there from and interest thereon. The intending allottee(s) agrees that any refundable/payable amount (without any interest) at the rate per sq. feet as mentioned in the application/allotment lett The allottee in case where variation in the super area is more than 10% shall have the option to withdraw from this agreement and in such an event the Allottee shall be entitled to refund of her money without interest or any damages.
12. That the building shall be earthquake resistant as per existing codes in force. The Fire Fighting Equipment and / or preventive measures in the common area of the Complex shall be provided as per the existing Fire Fighting Code/Regulations as contained in national Building code, however if additional fire safety measures are undertaken after booking of the flat for the reason of any law/ byelaw, order or directions or due to any subsequent legislation/Government orders, the Allottee shall pay for the additional expenditure on pro rata basis.
13. That if for any reason, beyond the control of Developer or force majeure, the whole or part of the complex is abandoned; no claim or damage will be allowed except for the money already paid by the Allottee without interest.
14. **The Allottee is aware of that the building plans of the said Complex are yet to be approved and are therefore, are subject to changes and modifications as may be carried out as per requirement of the Competent Authority / Developer / Developer from time to time and acknowledges that in such an eventuality the dimension of the said Unit can change and / or the Developer in his discretion can even allot to her a different unit and /or cancel this allotment altogether, after giving a written notice in that behalf.**
15. That the developer may carry development/construction of the Complex in phases outside the building in which the flat may be located and the allottee shall have no right to object or make any claim or default in any payment as demanded by the developer on account of inconvenience, if any, which may be caused to the allottee due to such construction activity or incidental/ related activities. However the Developer shall take all possible measures to segregate the developed and under developed phases and ensure least

Developer

Allottee

inconvenience to the allottee/s. The common facilities in all respect shall be operational on the date of completion of the entire Complex.

16. That the Allottee, if resident outside India, is solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory amendments.
17. That the Developer is authorized to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivable of the land and the flats and the Allottee will have no objection in this regard. However at the time of execution of the sublease deed and handing over of possession, the flat shall be free from all encumbrance and charges.
18. That it is agreed by and between the Parties that unless a Transfer Deed is executed and registered, the Developer shall continue to have full authority over the flat and any/all amounts paid by the Allottee shall not give her any lien or interest on the flat.
19. That transfer/substitution of the allottee in the agreement shall be allowed upon payment of 30 % of cost of the flat and on such terms and conditions as it may deem fit including payments of Rs.50 per Sq.ft. for administrative charges/transfer charges etc. Any change in name (including addition / deletion) of the Allottee will be deemed as substitution for this purpose. However the addition/ substitution of father / son/ daughter/mother/brother/sister shall not be treated as transfer/substitution .In case of assignment, the assignee shall be liable to observe all the terms and conditions of this agreement. The entire cost incidental to the assignments/ substitutions or deletion, shall be borne by the Allottee or the assignee only. The allottee and the transferee shall have to comply with the prescribed procedure of the Developer Company for such transfer.
20. That the nominee will be responsible for administer the interest of allottee/s in the flat in case of her death.
21. That the Allottee shall be entitled to use and enjoy the common areas and facilities within the complex along with all the occupants/allottee. However, such generally common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the respective allottee.
22. That the reserved/covered parking space has been allotted together with the flat and the same shall not have independent entity detached from the flat. The Allottee shall not sell/transfer the reserved/covered parking space independent from the flat. The allottee may apply for additional parking space, which may be allotted subject to availability and as per the condition decided by developer. The Allottee undertakes to park her vehicle in the parking space allotted to her and not anywhere else in the Complex.
23. (a) The Developer shall complete the development\construction of the Flat within 24 months which may vary for $\pm$ 6 months from the date of booking/ sanction of plans, whichever is later. The completion date is

Developer

Allottee

subject to force majeure conditions. No claim by way of damages/compensation shall lie against the Developer in case of delay in handing over the possession on account of the force majeure condition and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the flat to the Allottee.

(b) That until a sub lease deed is executed & registered, the Developer shall continue to be the owner of the flat and also the construction thereon and this allotment shall not give the Allottee any rights/title or interest therein. The Developer shall have the first lien and charge on the flat for all its dues that may/become due and payable by Allottee to the Developer. It is further clarified that the Developer is not constructing any flat as the contractor of the Allottee but is constructing the Complex as its own and the sale will be executed after the actual construction/ finishing of the flat by the execution of sub lease deed.

(c) That after completion of the project, possession intimation letter shall be sent to the applicant/allottee at the address registered with the developer and the allottee shall within 30 days of the possession intimation letter shall inspect the flat for any of the unattended work and take physical possession after executing the sub-lease deed of the flat. No complaint regarding any unattended work shall be taken up or entertained after one month of possession intimation letter. The Developer shall not be responsible for wearing and tearing in the flat after possession date (30 days from possession intimation letter) even if the same is happening due to seepage in the flat or in adjoining flat and if the same is not reported within 48 hours of such incidence. The Sub-lease deed of the flat shall be executed only after full payment of the flat and other charges. In case the applicant/allottee does not take possession of the flat, she shall continue to be liable to pay the common area maintenance charge and minimum power backup charges and minimum meter charges.. The Stamp Duty, registration fee and other charges for execution and registration of sublease deed or any other documents shall be payable by the Allottee. The Allottee will be entitled to possession of the flat only after sublease deed of the flat is executed and duly registered with the concerned Registrar office. The Allottee after taking possession of the flat shall have no claim against the Developer in respect of any item of work, quality of work, material, pending installation, area of the flat or any other ground which may be alleged not to have been carried out/ completed in the flat for any reason whatsoever. If the Allottee fails to take over the Flat as afore within the time limit, the Allottee shall pay to the Developer holding charges at the rate of Rs. 5/- (Rs. Five Only) per sq. ft. of the super built-up area per month of the flat along with the minimum applicable maintenance charges.

(d) In case of delay in construction of the Flat for reasons other than force majeure condition, the Developer shall pay a sum at the rate of Rs. 5/- (Rs. Five only) per sq. ft. of super area per month for the delayed period which shall be inclusive of all kinds of claim/damages of the Allottee. In no case any further claim for the delayed possession will be entertained. The compensation for delayed possession of flat shall be paid for the difference period between possession time period offered in the agreement and date of intimation for possession. The compensation shall be adjusted from the balance payment to be made by allottee at the time of full and final payment of flat.

Developer

Allottee

- (e) That the Allottee shall, after taking possession of the flat or at any time thereafter shall have no objection to the Developer developing or continuing with the development of other Flats adjoining the Flat sold to the Allottee.
- (f) That the Allottee shall be given power back up quantity as mentioned by him /her/ them/ it in the application form. No request for extra/additional power back up shall be entertained at later stage or at the time of possession.
- (g) That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the Allottee from the date of possession or deemed dated of possession.
- (h) That the Allottee will be responsible for any damage to any equipment in the complex e.g. fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or willful act and shall pay for such damages to the affected person/party.
24. The Allottee shall not make any additions or alterations in the flat of whatever nature which may affect the other Flat or common areas and the structure of the complex. The Allottee 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. The terrace rights shall remain with the Developer unless allotted against consideration. No further construction/modification is permissible over the roof / terrace of the flat. The Allottee shall have no objection if the Developer gives on lease or hire any part of the top roof / terraces above the top floor for installation and operation of antennae, satellite dishes, communication towers etc.
25. That in the event, the Developer is able to get additional/purchasable FAR or it becomes possible to raise further construction then additional construction shall be made on the already approved towers/blocks and not in the open area and the developer shall be entitled to get the electric, water, sanitary and drainage, system of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system in the Complex. The Allottee hereby agrees not to object to any of such construction activities carried on the building/complex.
26. (a) That in order to provide necessary maintenance services, the Developer may, upon the completion of the Complex, hand over the maintenance of the Complex to any individual, firm, body corporate, association etc.(hereinafter referred to as “Maintenance Agency”) as the Developer in its discretion may deem fit. The Allottee shall be liable to make payment of maintenance charges to the Developer or maintenance agency. In case of failure of Allottee to make payment of maintenance charges within stipulated period, interest at the rate of 18% per annum, shall be charged to the Allottee. If payment is delayed beyond 3 months then the maintenance services may be discontinued besides of taking of other measures to recover the same.
- (b) That the Allottee shall keep with the Developer an Interest Free Maintenance Security (IFMS) Deposit in order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance charges as raised by the maintenance agency. A separate maintenance Agreement between the Allottee and the Developer/maintenance agency shall be executed at the time of possession. The Developer shall transfer the (IFMS) to Association of flat owners at the time of handing

Developer

Allottee

over of maintenance to the Association of Flat Owners, after adjusting there-from all outstanding maintenance charges against the flat.

- (c) That the Developer or Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the Flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the maintenance of the Complex. However, in case of urgency or exigency, to prevent any further damages to the life /property in the flat /Building/Complex and the Allottee hereby agrees that such actions of the Developer/Maintenance Agency is fair and reasonable and she undertakes to not to raise any objection to such action.
- (d) That after Possession, the Allottee through the RWA/maintenance agency shall insure the building at her own cost against the fire, earthquake, riots and civil commotion, militant action etc. The Developer after handing over the possession of a particular flat shall in no way be responsible for insuring the building against fire, earthquake or any natural calamity. After possession the allottee through RWA/maintenance agency shall obtain the regular certificates of Fire Safety and other applicable certificates for safe Developer or Maintenance Agency employees may break open the door, windows etc. of the flat in order habitation in the building..The cost of the insurance shall be payable by Allottee as the part of the maintenance bill raised by the maintenance agency/RWA but contents inside each Flat shall be insured by the Allottee at her own cost. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Flat or any part of the Complex Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.
- (e) That the rate for Electricity and Power back up consumption charges, common area maintenance charges and Fixed Charges (payable In case of minimum/non-usage of electricity and power back-up) payable as pre-paid system by the Allottee to the Developer/company.
- (f) That the Allottee shall allow sweepers/maintenances staff to enter in her flat/duct etc. for maintaining/repairing of the service/common amenities in her or any other flat.
- (g) That the maintenance agency shall not be responsible for restoring any additional fittings installed in the flat or pay cost for the damage of such fittings while carrying out any maintenance work, provided the same has not been damaged due to sheer/willful negligence of the maintenance agency. In case of such installed fitting, the Allottee shall have to carry the necessary repairs herself and at her own expenses for any maintenance work needed for her own flat.
- (h) That while installation of additional fitting by the allottee in her flat, any damage is caused to others flat, such damage shall be repaired by the allottee at her own cost and in case of neglect, the maintenance agency shall carry the necessary repairs and recover the cost from the allottee, who has created such damage.

27. That the Allottee shall become member of recreational in-house Club and shall pay the charges/fee regularly, as may be applicable. The Club shall be managed by the Developer and / or its nominee as the case may be. The membership of the club shall be confined to the residents/owners only and shall not be extended to outsiders.

28. That the said project shall always be known as “Green Orchid” and this name shall never be changed by the Allottee

Developer

Allottee

or anybody else.

29. That the Developer shall have the first lien and charge on the flat, in the event of the Allottee parting with any interest therein, for all its dues that may become due and payable by the Allottee to the Developer under this Agreement.
30. That the terms and conditions contained herein shall be binding on the Occupier of the flat and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise.
31. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable Super area of the flat, it is repeatedly and specifically made clear that it is only the inside space in the flat that has been agreed to be sold and the inclusion of the common areas in the computation does not give any divisible right and title therein to the Allottee. The Allottee shall have no right in any commercial premises, building, shops etc. constructed in the Complex and the Developer shall be free to dispose off the same on such terms and conditions as it may deem fit.
32. That if the Developer or the Maintenance Agency decides to apply for and thereafter receives permission from such body/ Commission/ Regulatory/ Licensing Authority constituted by the State Government for such purpose, to receive and distribute bulk supply of electrical energy in the complex, then the distribution shall be made through separate meters to the Allottee through prepaid system. Carbon Credit Benefit arisen, if any, in the complex can be redeemed by the Developer till the possession of the entire complex is handed over to the RWA.
33. That additional Compensation to the farmers, additional tax/cess assessed if required to be paid by the Developer after booking of flat as a consequence of order from the Court/Government/ MDA/Statutory or other local authority(s); it shall be borne by the Allottee on proportionate share basis.
34. That delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to Allottee shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Developer to enforce this agreement.
35. That in case the allottee wants to avails loan facility from financing bodies or his employer to facilitates the purchase of the flat, the developer shall facilitates the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the allottee only. The responsibility of getting loan sanctioned and disbursed as per the developer payment schedule will rest exclusively on the allottee.
36. That, if any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. It shall not render this Agreement void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.
37. That the Allottee shall get her complete address registered with the Developer at the time of booking and

Developer

Allottee

it shall be her responsibility to inform the Developer by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the Application Form for allotment of the flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid. In case of joint Allottee, all communication sent by the Developer to the first Allottee shall be sufficient. All letters, receipts, and/or notices issued by the Developer or its nominees and dispatched by Registered Post to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.

38. That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been modified and read suitably whenever Allottee is a joint stock Developer, a or any other body corporate or organization or an association.
39. That, if at any stage this document requires to be registered under any law or necessity, the Allottee binds herself and agrees to register the same through the Developer in her favor at her own cost and expenses and to keep the Developer fully absolved and indemnified in this connection.
40. All or any dispute arising out of or touching upon any term(s) of this 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 failing which the same shall be settled through Sole Arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Moradabad (U.P.). The sole Arbitrator shall be appointed by the Developer, whose decision shall be final & binding on both parties. Subject to arbitration, the courts at Moradabad and the High Court of Judicature at Allahabad shall have the exclusive jurisdiction to adjudicate upon any dispute between the Developer and the Allottee

Developer

Allottee

IN WITNESSES WHEREOF the parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first

Written herein above, and in the presence of the following witnesses.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint Allottees)

(1) _____

Please affix
photograph
and sign
across the
photograph

(2) _____

at _____ on _____ in the presence of:

WITNESSES:

Name: _____

Address: _____

Name: _____

Address: _____

Please affix
photograph
and sign
across the
photograph

SIGNED, EXECUTED & DELIVERED BY

M/s. S.L. Group & Associates

(Authorised Signatory)

at _____ on _____ in the presence of:

WITNESSES:

Name: _____

Address: _____

Name: _____

Address: _____

Developer

Allottee

Annexure A

SPECIFICATIONS

FLOORING:

- Vitrified tiles 2'x2' in Drawing Room, Kitchen, Bedrooms (except Master Bedroom)
- Vitrified colored tiles 1'x2' in Master Bedroom
- Ceramic tiles in Bathrooms and Balconies

WALLS & CEILING FINISH:

- Finished walls & ceiling with OBD in pleasing shades

KITCHEN

- Granite working top with stainless steel sink
- 2'-0" dado above the working top and 5'-0" from the floor level on remaining walls by ceramic tiles
Woodwork below the working top
- Individual RO Unit for drinking water & LPG Gas Pipe.

TOILETS

- Ceramic tiles on walls up to door level
- White sanitary ware with EWC and CP fittings in all the toilets

DOORS & WINDOWS:

- Outer doors and windows /Internal door frames of wood
- Internal door made of painted flush shutters / skin moulded door
- Main entry door frame of Maranti or equivalent wood with skin molded door shutter Good quality hardware fittings

ELECTRICAL:

- Copper wire in PVC conduits with MCB supported circuits
- Adequate number of points and light points in ceiling
- One landline connection having intercom facilities
- Video Door Bell
- Provision for DTH connection

NOTES

- The colour and design of the tiles and motifs can be changed without any prior notice
- Variation in the colour and size of vitrified tiles/granite may occur
- Variation in colour in mica may occur
- Area in all categories of apartments may vary up to $\pm 3\%$ without any change in cost. However, in case the variation is beyond $\pm 3\%$ then ~~pro~~ charges are applicable.

Developer

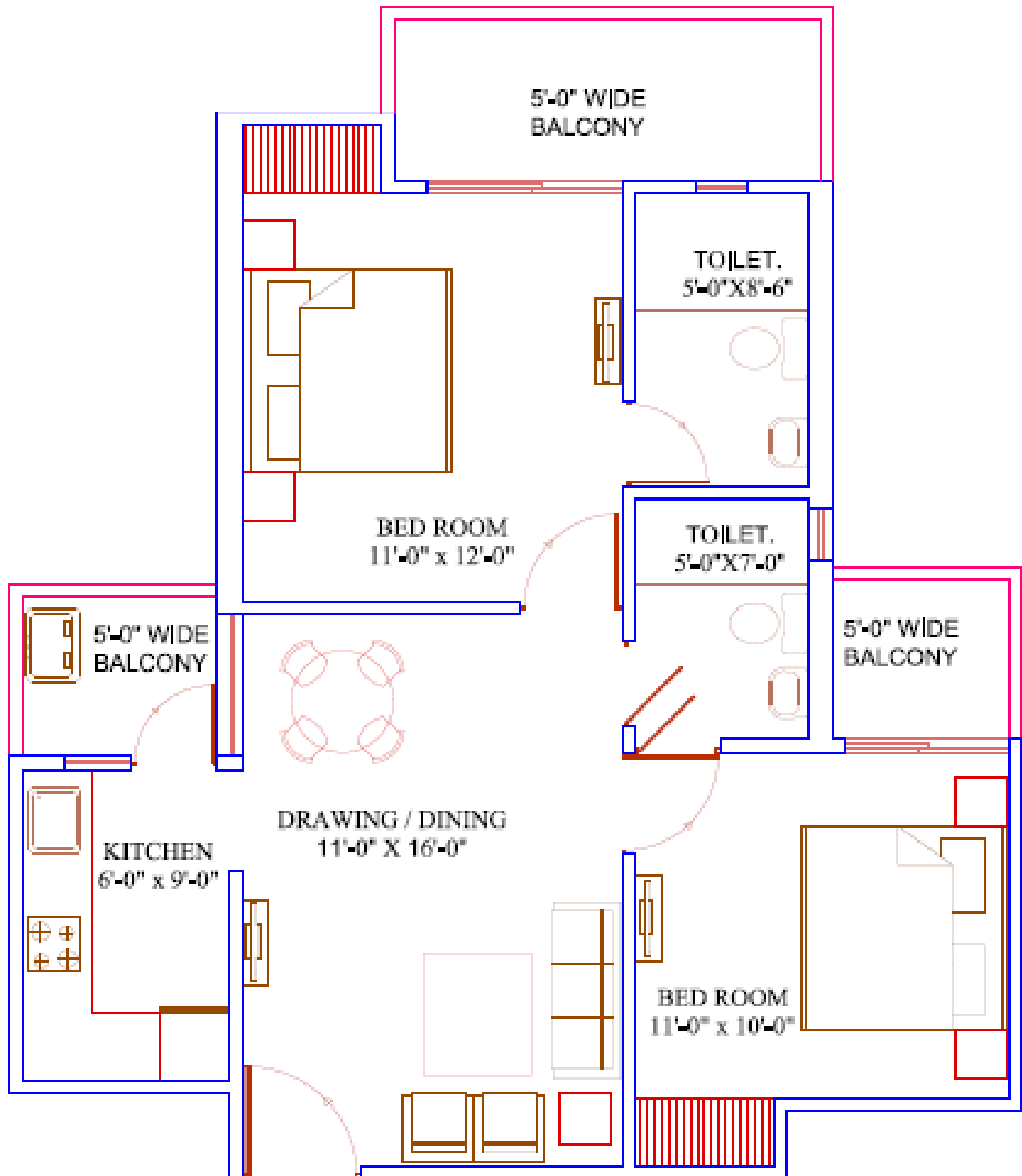
Allottee

A/F						
	Selling Price		Taxes			Total Installment Amount
First Installment- Earnest Money (Booking Amount)	10% of SP		GST			
Second Installment- with in 45 daye	85% of SP		GST			
Third Installment- On Possession	5%of sp		GST			
Total						

Developer

Allottee

2 BHK



Type of Flat: 2BHK

Tentative Salable Area: 1030 Sq.ft.

Developer

Allottee

ASSIGNMENTS AND ENDORSEMENTS

FIRST TRANSFER

_____ S/o / W/o / D/o _____

_____ S/o / W/o / D/o _____

R/o _____ .The owner
in possession of this unit No. _____, area _____ sq.ft., on _____ floor of tower/block _____
commercial complex called "Green Orchid, Plot No-1, Sector 13, New Moradabad, Moradabad,
U.P. do hereby transfer/assign this agreement to
Mrs/Mr/Ms _____ S/
o / W/o / D/o _____

R/o _____
and the Developer, S.L. Group & Associates. hereby endorses the said unit in the name of above
said Assignee /Transferee on the pay- ment of the administrative charges of Rs. _____/-
(Rupees. _____ only) and all other
pending dues, of Rs. _____/- (Rupees.
_____ only) till date, by the Assignee / Transferee
to the Developer.

For S.L. Group & Associates

Allottee/Transferor

Finance Dept.

Authosrized signatory

SECOND TRANSFER

_____ S/o / W/o / D/o _____

_____ S/o / W/o / D/o _____

R/o _____ .The owner
in possession of this unit No. _____, area _____ sq.ft., on _____ floor of tower/block _____
commercial complex called "Green Orchid, Plot No-1, Sector 13, New Moradabad, Moradabad,
U.P. do hereby transfer/assign this agreement to
Mrs/Mr/Ms _____ S/
o / W/o / D/o _____

R/o _____
and the Developer, S.L. Group & Associates. hereby endorses the said unit in the name of above
said Assignee /Transferee on the pay- ment of the administrative charges of Rs. _____/-
(Rupees. _____ only) and all other
pending dues, of Rs. _____/- (Rupees.
_____ only) till date, by the Assignee / Transferee
to the Developer.

For S.L. Group & Associates

Allottee/Transferor

Finance Dept.

Authosrized signatory