

BUILDER BUYER AGREEMENT

THIS AGREEMENT is made at Greater Noida on this ____ day of _____ 20____.

BETWEEN

Solitaire Realinfra Pvt. Ltd., a Company duly constituted and registered under Companies Act, 1956, having its registered office **D-835, New Friends Colony, New Delhi - 110025** 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 director/authorized signatory, Sh. _____ vide board of resolution dated _____ of the
ONE PART;

AND

FOR INDIVIDUALS/JOINT PURCHASERS

a.) _____
R/o. _____

PAN: _____

(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 SOLITAIRE REALINFRA PVT. LTD.** has acquired right, title and interest in a Group Housing Plot bearing No. **GH-B1/2, Sector-25, Jaypee Greens, Sports City, SDZ, District- Gautam Budh Nagar,U.P.-201308** from Jaypee Sports International Limited vide Lease Deed dated 24.12.2013 and further another Group Housing Plot No. **GH-B1, JAYPEE GREENS SPORTS CITY, SDZ, SECTOR 25, YAMUNA EXPRESSWAY INDUSTRIAL DEVELOPMENT AUTHORITY AREA, DISTT. GAUTAM BUDDHA NAGAR, U.P.** from PARY DEVELOPERS PVT. LTD. vide Lease Deed dated 24.07.2014, both the above deeds duly registered with the Sub-registrar, Gautam Buddha Nagar under book no. 1, Vol. No. 14745, pages 71 to 136 at Sl. No. 32715 dtd. 27.12.2013 AND Book No. 1, Vol. No. 16444, pages 55 to 74 at Sl. No. 24054 dtd. 24.07.2014 respectively. And both the above said plots have been amalgamated by the YEIDA vide its order dated 16-07-2014. No YEIDA/Property/124/SDZ/2014. into a single plot no. GH-B1/2 admeasuring 67011.60 sq. mtrs.
- B. **AND WHEREAS** the Developer is duly empowered to develop/build flat/villas and allot, enter into agreement for sell/sub-lease and sell/sublease the flat/villas with parking space in the Housing Complex to be developed on the plot/s as mentioned above.
- C. **AND WHEREAS** the Developer shall develop the said Plot of Land by constructing thereon a Group Housing complex known as "**Solitairian City**" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities. The developer intends to carry the development/construction of the complex in different phases and shall allot the flat/villas to the intending buyers.
- D. **AND WHEREAS** the Company has further clarified to the Allottee that the layout plan/Site Plan as given in '**Annexure-A**' of this Agreement comprises of towers & Villas, to be constructed on the Complex presently admeasuring 67011.60 sq. mtrs. or thereabouts in accordance with the building plan(s) approved by the competent authority(ies) vide letter no. YEIDA/PLANNING/BP-27/1035 Dated 08.09.2014.

ALLOTTEE'S REPRESENTATIONS:

- A. **AND WHEREAS** the Allottee has represented that he has applied for allotment of said Flat/villa 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 "Solitairian City" and has satisfied himself in respect of ownership title of the property.

- B. **AND WHEREAS** the Allottee has seen the relevant documents/papers pertaining to the said Complex and is fully satisfied that the title in the plot of the Land of the said Complex and the Developer has the requisite right and authority of marketing the said Complex and to sell/sub-lease the Flat/villa to the Allottee. The Allottee has seen and understood the plans, designs, and specifications of the said Flat/villa and the said Complex and is willing to purchase the said Flat/villa.

- C. **AND WHEREAS** the Allottee has fully satisfied himself as to the right/title of the Developer over the plot of land, building plans and all other documents relating to the title, competency and other relevant details and has read the contents, development plan for project and facilities and terms and conditions of the Lease Deed executed by Jaypee Sports International Limited and the other Deed by PARY Developers Pvt. Ltd. in favour of the Developer. The Allottee has confirmed to the Developer that he is entering into this Agreement with full knowledge of all the terms and conditions contained in this Agreement and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

- D. **AND WHEREAS** the Allottee has approached the Company voluntarily and with the intent to purchase the said Flat/villa from the Company on the terms and conditions as set out in this Agreement which Allottee (s) confirm that Allottee(s) has/have studied and consulted legal experts on various clauses and which the Company has confirmed are common for all Allottee (s) in the said Flat/villa to be constructed on the Complex. The Allottee(s) has/have confirmed that they have nothing further to add and/or modify in this Agreement.

AND WHEREAS the Developer and the allottees 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.

AND WHEREAS the Allottee has agreed to the terms and conditions as set out in the Application for the allotment of a Residential Flat/villa with/without Parking Space details of which are given as under:

UNIT DETAILS (A)

Unit No.:	_____
Floor:	_____
Tower/Block:	_____
Unit Type:	_____
Super Area:	_____ sq.ft.
Payment Plan:	Construction Linked Plan (TURBO, T-2, T-3, T-4)
BSP @ _____/Sq. Ft.	_____

Allottee/s

Developer

OTHER PAYABLE CHARGES(B)

Particulars	Rate	Amount
Any Two View PLC (Park/Corner/Intrn. Road)	_____/Sq.Ft.	_____
1ST Floor	_____/Sq.Ft.	_____
IDC+EEC+EDC+FFC+LR+PBU	_____/Sq.Ft.	_____
ELECTRIC SUB STATION CHARGES	_____/Sq.Ft.	_____
CLUB Membership	_____	_____
Car Parking	_____	_____
IFMS	_____/Sq. Ft.	_____
Total:		_____

* Service Tax or any other charges/taxes, whatsoever shall be applicable as per the government Norm.

Total cost of the Flat(A+B) Rs. _____ (_____)

Till Date Received Amount: Rs. _____ (_____ Only)

PAYMENT PLAN**(As per 'Annexure-B')**

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

1. That, the recitals and the Parties' representations mentioned hereinabove shall constitute an integral part of this Agreement and are not repeated hereunder only for the sake of brevity and convenience and the same should be deemed to be repeated in the operative part also as if the same were set out hereunder and reproduced verbatim.
2. That the Developer hereby agrees to lease/transfer the Flat/villa and the Allottee hereby agrees to take the Flat/villa on lease/transfer as described in this Agreement in the said Complex as per the approved plans and specifications and accepted by him for a basic sub-lease price plus other additional charges as applicable and described in this Agreement in respect of the said Flat/villa. The tentative floor plan of which has given in '**Annexure-C**'.
3. That the Allottee hereby agrees to pay to the Developer the Basic Sub-lease Price and other development/preferential charges/ additional 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 said flat/villa however the total price does not include the cost of electric fittings, fixture, electric and water meters etc. and other items not specifically included which shall be installed by Allottee at his own cost.
4. That the Allottee hereby agrees that he shall pay the price of the said Flat/villa and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Complex. The Super Area of the said Flat/villa means the covered area of the said Flat/villa 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/Flat/villas which form integral part of said Flat/villa 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 said 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, Common passageway in the entire residential complex known by the name **Solitairian City** etc., if provided.

5. That both the parties have agreed that the cost of development and construction of the said Flat/villa is escalation-free, save and except increases, which the Allottee hereby agrees to pay due to increase in Flat/villa area, any increase or additional Govt. rates, taxes, cess, any further compensation to the farmers for the plot land etc., that may be levied or imposed by the Govt./Statutory/Competent Authorities viz. YEIDA/JPSI 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 said Flat/villa /said Complex subsequent to booking requiring the Developer to provide pollution control devices, effluent treatment plant, water harvesting system etc. in the said Complex, then, the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee on pro-rata basis. It is specifically agreed between the Parties that the total cost of the flat/villa computed above, does not include the amount of the service tax. Should however, the service tax is payable on the sub-lease of the flat/villa, then the same shall be charged extra, on actual basis and the Allottee shall make the payment thereof forthwith together with the payment of Other Charges as per the plan selected.
6. The Allottee hereby confirms & consents not to raise any objection whatsoever to any resultant consequences of additional demand raised by the YEIDA against the land premium as may be envisaged by a court's order which necessitates revision in construction area of the project.
7. That it is further understood and agreed by the Allottee that the area of the said Flat/villa given in this Agreement is subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Developer which may result in change (decrease/increase) in the area of the said Flat/villa, change in its dimensions, size, number, etc. In case of variation in the area due to such reasons to the extent of $\pm 1\%$, there shall be no adjustment in the price of the flat/villa shall be claimed by Allottee. However in case the variation in the flat/villa area is more than $\pm 1\%$, the Allottee agrees to pay for the total increased area at the booking rate. In case of decrease of the allotted area of the said Flat/villa, beyond the permissible variation, the amount received in excess over and above the total cost of the said Flat/villa based on the changed area, shall be refunded/adjusted (as the case may be) by the Developer to the Allottee along with interest @6% p.a. from the date of receipt of the full amount till the date of payment. The Allottee in such a condition where variation in the super area is more than 10% shall have the option to withdraw from this agreement and in such an eventuality the Allottee shall be entitled only to refund of his money advance without payment of interest or any other charges or damages.
8. That it is agreed by the parties, that the Fire Fighting Equipment and/or preventive measures in the common area of the Complex have been provided as per the existing Fire Fighting Code/Regulations as contained in National Building Code, however if required by any law/byelaw, order or directions or due to any subsequent legislation/Government orders, additional fire safety measures are undertaken, the Allottee agrees to pay for the additional expenditure on pro rata basis.
9. That the Developer is responsible for providing internal development within the said Complex which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as trunk water and sewer lines, storm water drains, roads, electricity, horticulture etc., are to be provided by the Govt. or the concerned authority (YEIDA/JPSI) up to the periphery of the said Complex.
10. That the Allottee agrees and confirms that the Developer may carry development/construction of entire Complex in different phases, falling outside the building in which the said flat/villa 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 suffered by the Allottee due to such development/construction activity or incidental/related activities.
11. That it is an essential condition of this agreement that the said Flat/villa shall always be used only for the purpose it has been allotted. Any change in the specified use, which is not in consonance with the use of the said Complex or is detrimental to the public interest will be treated as a breach of the terms of the

agreement entitling the Developer to cancel the agreement and to forfeit the entire amount deposited by the Allottee. Thereafter, the Allottee shall not have any right, title or interest in the said Flat/villa allotted to him/them.

12. That the Allottee hereby agrees to make all the payments within time as per the terms of Schedule of Payments from time to time without any reminders from the Developer through A/c Payee Cheque (s)/Demand Draft(s)/Electronic Bank Transfers in favour of "Solitaire Realinfra Pvt. Ltd." payable at Noida/Delhi. It is also hereby confirmed by the Allottee that any payment being made by him through any THIRD PARTY CHEQUE/DRAFT/ACCOUNT shall be entirely on his own responsibility so far as the source and legality of such funds is concerned. The developer shall only be liable to issue a valid and official receipt in favour of the Allottee upon receipt of any such payment against the Flat/Villa related to these presents.
13. That the Allottee hereby agrees that out of the amount paid/payable for the said Flat/villa allotted to him, the Developer shall treat 10% of Basic Sub-lease Price plus the commission/brokerage if any paid by the Developer on the sub-lease of the said flat/villa besides overdue interest if any upto the date of termination/cancellation of this agreement as earnest money to ensure fulfillment of all the terms and conditions by the Allottee, as contained in the Agreement.
14. That in the event of failure of the Allottee to perform his/their obligations or to fulfill all the terms and conditions set out in this Agreement, the Allottee hereby authorizes the Developer to forfeit the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable out of the amounts paid by him besides commission/brokerage if any paid by the Developer on the sub-lease of the said flat/villa and the allotment of the said Flat/villa shall stand cancelled, NULL & VOID.
15. That the timely payment of installments indicated in the payment schedule is the essence of this agreement. If any installments as per the schedule is not paid when it become due the Developer shall charge interest at the rate of @ 18.00 % p.a. as interest up to first three months of default. If the Allottee defaults in making payment of the outstanding amount for three consecutive months, the allotment shall automatically stand cancelled without any prior notice to the Allottee and the Allottee thereafter shall have no charge, lien, interest, right or any other claim on the said flat/villa and the Developer shall refund the amount paid over and above the earnest money, if any, without any interest after re-allotment of the said Flat/villa and after compliance of certain formalities by the Allottee. However, in exceptional circumstances the Developer may, in its absolute discretion, condone the delay by charging interest @ 18.00% p.a. on all outstanding dues for the delayed period.
16. That the Allottee, if resident outside India, is/are 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 said land and the flat/villas and the Allottee will have no objection in this regard. However, such mortgage, if created will be got vacated and redeemed before execution of sub-lease deed and handing over the possession of the said Flat/villa to the Allottee.
18. That it is agreed by and between the Parties that unless a Sub Lease Deed/Transfer Deed is executed and registered, the Developer shall continue to have full authority over the said Flat/villa and any/all amounts paid by the Allottee shall not give him any lien or interest on the said Flat/villa.
19. That substitution/addition in the name of the Allottee shall be allowed on such terms and conditions as it may deem fit including payments of administrative charges etc. Any change in name (including addition/deletion) of the Allottee will be deemed as substitution for this purpose. Nothing contained in this Agreement be considered to give the Allottee a right to assign his right, interest or title under this

Agreement in favour of any Party, without seeking prior written permission of the Developer, before execution of Sub Lease Deed/Transfer Deed and its registration and the Developer may withhold the permission to grant the permission. In case, where rights of the Allottee herein are assigned in favour of any person, after obtaining the necessary permission of the Developer, then the said assignee shall be liable for all the obligations and liabilities of the Allottee under this Agreement in the same manner as if such assignee is the Allottee under this Agreement. All costs, including but not limited to the liabilities of taxes, duties and other sums payable upon one or more assignments, substitutions or deletion, shall be borne by the Allottee.

20. That the Allottee shall be entitled to use and enjoy the common areas and facilities within the said complex along with all the occupants/Allottees. 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.
21. That the Allottee further agrees that the reserved covered parking space has been allotted together with the said Flat/villa and the same shall not have independent legal entity detached from the said Flat/villa. The Allottee undertakes not to sell/transfer the reserved covered parking space independent of the said Flat/villa. The Allottee may apply for additional parking space, which may be allotted subject to availability and at the prevailing rate. The Allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the said Land.
 - 21.1 That the Developer shall complete the development/construction of the Flat/villa within months from the date of receipt of all approvals from all competent authorities/signing of agreement ,whichever is later or/and within an extended period of 6 (Six) months thereof. The completion date is subject to force majeure conditions and/or subject to any other reasons beyond the control of the Developer. No claim by way of damages/compensation shall lie against the Developer in case of delay in handing over the possession on account of any of the aforesaid reasons and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the said Flat/villa to the Allottee.
 - 21.2 That the Developer shall, after completion of the Flat/villa, intimate the Allottee to take over the possession of the said Flat/villa within thirty days thereof. The Allottee shall within the stipulated time, take the possession of said Flat/villa from the Developer by executing the lease deed and necessary indemnities, undertakings and such other documentation as the Developer may prescribe/as may be required by the present laws. The Stamp Duty, registration fee and other charges for execution and registration of Lease Deed or any other documents shall be payable by the Allottee. The Allottee will be entitled to possession of the said Flat/villa only after lease deed of the Flat/villa is executed and duly registered with the concerned Registrar office. The Allottee, after taking possession of the said Flat/villa, shall have no claim against the Developer in respect of any item of work which may be alleged not to have been carried out/completed in the said Flat/villa or for any reason whatsoever. Any claim of the Allottee regarding the quality of material/workmanship shall be decided solely on the basis of a certificate/decision from the Architect of the project, obtained specifically for the issue involved. If the Allottee fails to take over the said Flat/villa as aforesaid within the prescribed 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 said Flat/villa along with the minimum applicable monthly maintenance charges.
 - 21.3 In case of delay in construction of the said Flat/villa for reasons other than force majeure or beyond control of Developer, 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 provided however that the Allottee has made payment of all installment towards the sub-lease consideration amount of the said Flat/villa in time and without delay to the Developer, which shall include of any/all damages, compensation, claims for delayed possession. No penalty shall be payable by the Developer if payment is not made on time by the Allottee.

- 21.4 That the Allottee shall, after taking possession of the said Flat/villa or at any time thereafter shall have no objection to the Developer developing or continuing with the development of other Flat/villas adjoining the Flat/villa sold to the Allottee.
22. The Allottee shall not make any additions or alterations in the said Flat/villa of whatever nature which may affect the other Flat/villa 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 of the Flat/villa shall remain with the Developer unless allotted against consideration. No further construction/modification is permissible to the Allottee anywhere in the Flat/villa including over the roof/terrace of the said Flat/villa. 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.
23. That it has been clearly explained by the Developer and understood by the Allottee that the Developer shall develop a sky walk on the terrace which shall be open to common use by all the residents of the complex, but however, the sky garden built on the sides of such sky walk on the terrace shall be separately sold by the Developer to the Allottees on First-come-First-serve basis and this Flat/Villa Buyer agreement shall not be a guarantee for the concerned Allottee to be allotted any of such sky gardens.
24. **U.P APARTMENT (Promotion of Construction, Ownership & Maintenance) ACT, 2010 AND OTHER LAWS**
- 24.1 The Flat/Villa Allottee has confirmed and assured the Company that prior to entering into this Agreement, the Flat/Villa Allottee has read and understood the U.P. Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 (hereinafter referred to as Uttar Pradesh Apartment Act, 2010) and its implications thereof in relation to the various provisions of this Agreement and the Flat/Villa Allottee has further confirmed that the Flat/Villa Allottee shall be bound by the same or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.
- 24.2 The Said Flat/Villa and the Said Building after being subject to Uttar Pradesh Apartment Act, 2010 or any statutory enactments or modifications thereof, the Common Areas and Facilities and the undivided interest of each Flat/Villa owner in the Common Areas and Facilities as specified by the Company in the declaration which may be filed by the Company in compliance of Uttar Pradesh Apartment Act, 2010 shall be conclusive and binding upon the Flat/Villa Allottee and the Flat/Villa Allottee agrees and confirms that the Flat/Villa Allottee's right, title and interest in the Said Flat/Villa/Said Building/Said Complex shall be limited to and governed by what is specified by the Company in the said declaration, which shall be in strict consonance with this Agreement and in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the Foot Print of the Said Building in which the Said Flat/Villa is located. It is made clear that the Company shall be the sole owner of the said lands, facilities, amenities and buildings outside the Foot Print of the Said Building and the Company shall be entitled to sub-lease/sell, transfer, part with possession thereof or otherwise dispose of the same in any manner at its sole discretion and the Flat/Villa Allottee shall have no right or claim whatsoever of any sort therein.
- 24.3 The Allottee shall always be subject to the applicable laws, byelaws, regulations etc. including payment of applicable charges, transfer charges, duties, taxes, levies etc payable to any authority/YEIDA/body/agency as the case may be, including any such charges payable at the time of execution of the sub-lease of the Flat/Villa which is the subject matter of this agreement.
- 24.4 The Allottee shall also pay all taxes (including municipal taxes), duties and other charges levied or to be levied in future by YEIDA or any local or other authority of Central or State Govt. in respect of the said Flat/villa. The Allottee also hereby confirms that in the likely event of YEIDA and/or JPSI or any other relevant/competent authority imposing any charges in future like EXTRA EDC, Incremental

Compensation to original Land Owners or any such charges/costs on the Developer, the Developer shall be eligible to recover the proportionate part of the same from the Allottee and the Allottee shall not object to such payment(s).

25. MAINTENANCE AGREEMENT

- 25.1 That in order to provide necessary maintenance services, the Developer may, upon the completion of the said Complex, hand over the maintenance of the said Complex to any individual, firm, body corporate, association etc.(hereinafter referred to as "Maintenance Agency") as the Developer in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc., of the Complex including other common areas, landscaping and common lawns, water bodies of the Complex will be organized by the Developer or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Allottee shall be liable to make payment of such cost 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 services will be liable for disconnection.
- 25.2 That the allottee hereby agrees and undertakes to sign the Maintenance Agreement which shall be executed between him and the future maintenance agency to be employed for the purpose.
- 25.3 That no Allottee may exempt himself from liability for his contribution towards the common expenses by waiver of the use of enjoyment of any of the common areas and facilities, or by the abandonment of his Flat/Villa.
- 25.4 That the Allottee hereby agrees to keep with the Developer an Interest Free Maintenance Security (IFMS) Deposit towards payment of maintenance charges in order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance bills and other charges as raised by the maintenance agency. The Allottee further agrees to deposit the said IFMS as per the schedule of payment given in this Agreement and to always keep it deposited with the Developer or its nominee/maintenance agency. The Developer shall transfer the IFMS to Association of Flat/villa owners after adjusting their dues if any towards all outstanding maintenance bills of any Flat/villa buyers at the time of handing over of maintenance to the Association of Flat/villa Owners.
- 25.5 That the Developer or Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the said Flat/Villa 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, the Allottee Developer or Maintenance Agency employees may break open the door, windows etc. of the Flat/villa in order to prevent any further damages to the life/property in the said Flat/villa /Building/Complex and the Allottee hereby agrees that such actions of the Developer/Maintenance Agency is fair and reasonable and he undertakes not to raise any objection to such action.
- 25.6 That the structure of the said Complex may be insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer or the maintenance agency on behalf of the Allottee and the cost thereof shall be payable by Allottee as the part of the maintenance bill raised by the maintenance agency but contents inside each Flat/villa shall be insured by the Allottee at his 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/villa or any part of the said Complex or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.
- 25.7 The allottee hereby undertakes and consents to make payment of the same on proportionate basis in the likely event of the competent authority(ies) e.g. YES/JPSI charging any external maintenance

charges from the allottees of the complex (**Solitafrican City**).

25.8 The allottee hereby undertakes not to park his car(s) except in the specifically designated parking space for him neither he shall inconvenience other allottees/residents by washing/cleaning his car in the open driveway or common space.

25.9 In order to maintain the project's premium stature as well as aesthetics, the allottee hereby undertakes not to hang clothes for drying out of the balcony of his residential unit.

25.10 Association of Flat/Villa Owners

The Flat/Villa Allottee agrees and undertakes that the Flat/Villa Allottee shall join association/society of Flat/Villa owners as may be formed by the Company on behalf of Flat/Villa owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose.

26. Other Terms:

26.1 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 Allottee shall not interfere in the management, operation and/or maintenance of the Club premises in any manner whatsoever. It is clarified that the ownership of the Club, its equipment, buildings and constructions together with the rights in the land underneath shall continue to vest with the Developer at all times irrespective of whether its management is done by the Developer and/or its nominee appointed for this purpose. The Allottee shall be entitled to avail the Club facilities/Services as per the rules and regulations of the club.

26.2 That the said Complex shall always be known as "**Solitafrican City**" and this name shall never be changed by the Allottee or anybody else.

26.3 That the Developer shall have the first lien and charge on the said Flat/villa, 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.

26.4 That the terms and conditions contained herein shall be binding on the Occupier of the said Flat/villa and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise.

26.5 That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the sub-leasable Super Area of the said Flat/villa, it is repeatedly and specifically made clear that it is only the inside space in the said Flat/villa that has been agreed to be sold and the inclusion of the Common Areas in the computation does not give any divisible right and heritable title therein to the Allottee. The Allottee shall have no right in any commercial premises, building, shops, community centre etc. constructed in the Complex and the Developer shall be free to dispose of the same on such terms and conditions as it may deem fit.

26.6 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 said complex, then the terms contained under the agreement shall apply to such distribution. The bill for such supply of electricity shall be generated by the Developer or nominated agency on a monthly basis and shall be paid by the Allottee within 7 days thereof. The allottee hereby agrees to avail of the electricity supply so arranged by the Developer/Maintenance Agency and has also signed an undertaking in this behalf vide '**Annexure-D**'

- 26.7 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.
- 26.8 That in case the Allottee wants to avail loan facility from financing bodies or his employer to facilitate the purchase of the flat/villa, the Developer shall facilitate 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.
- 26.9 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 conform 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.
- 26.10 That the Allottee shall get his complete address registered with the Developer at the time of booking and it shall be his 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 said Flat/villa 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 and shall be presumed as due service to all Allottees. 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. For the purpose of convenience, the Allottee has reconfirmed his Correspondence Address, Current Address and Permanent Address separately vide 'Annexure-E', any change thereof to be notified by the Allottee to the Developer in writing only.
- 26.11 That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably whenever Allottee is a joint stock company, a partnership firm or any other body corporate or organization or an association.
- 26.12 That, if at any stage this document requires to be registered under any law or necessity, the Allottee binds himself and agrees to register the same through the Developer in his favour at his own cost and expenses and to keep the Developer fully absolved and indemnified in this connection.

27. DISPUTE RESOLUTION

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 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 Noida/UP. The sole Arbitrator shall be appointed by the Developer, whose decision shall be final & binding on both parties. The Allottee(s) hereby confirms that the Allottee(s) shall have no objection to this appointment by the Company even if the person so appointed as the arbitrator is an employee or advocate of the Company or otherwise is connected to the Company and the Allottee(s) confirms that notwithstanding such relationship/connection, the Allottee(s) shall have no doubts as to the independence or impartiality of the sole arbitrator, appointed by the Company. It is understood that no

other person or authority shall have the power to appoint the arbitrator. The Courts at Gautam Budh Nagar and the High Court of Judicature at Allahabad alone and the alone shall have the jurisdiction.

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.

FLAT/VILLA ALLOTTEE.

SIGNED, EXECUTED & DELIVERED BY

FLAT/VILLA ALLOTTEE

Solitaire Realinfra Pvt. Ltd.

WITNESSES:

1. Name: _____

Address: _____

2. Name: _____

Address: _____

Allottee/s

Developer

Assignments and Endorsements

1. First Transfer

I/We hereby assign all the rights and liabilities under this Agreement in favour of:

.....
.....
.....

TRANSFEROR

I/We hereby accept all the rights and liabilities under the Agreement assigned in my/our favour by:

.....
.....
.....

TRANSFEE

The above Transfer is hereby confirmed.

Solitaire Realinfra Pvt. Ltd.

Authorized Signatory

Date:

2. Second Transfer

I/We hereby assign all the rights and liabilities under this Agreement in favour of:

.....
.....
.....

TRANSFEROR

I/We hereby accept all the rights and liabilities under the Agreement assigned in my/our favour by:

.....
.....
.....

TRANSFEE

The above Transfer is hereby confirmed.

Solitaire Realinfra Pvt. Ltd.

Authorized Signatory

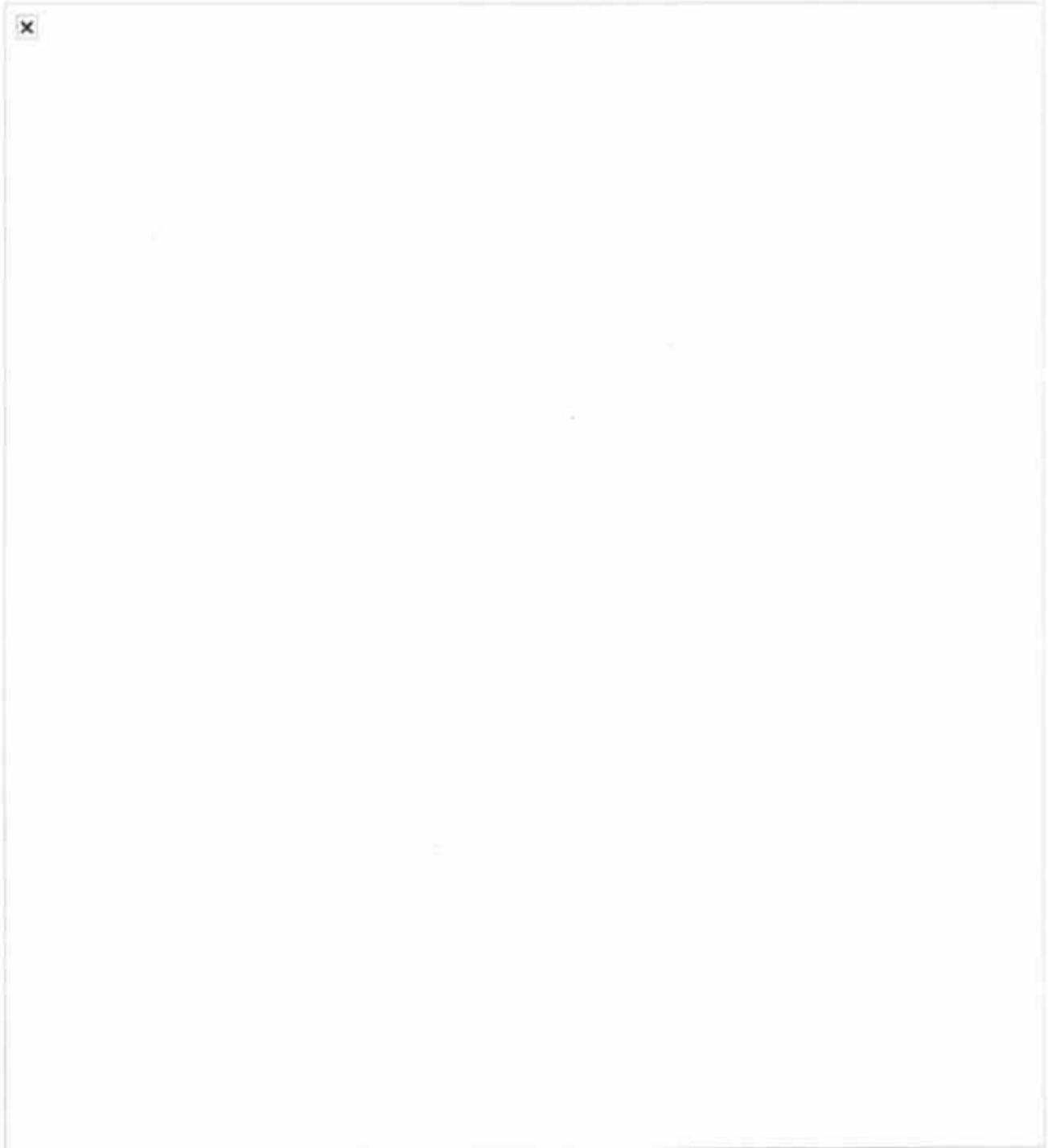
Date:

Allottee/s

Developer

ANNEXURE - A

LAYOUT/SITE PLAN



ANNEXURE - A



Disclaimer: The Sizes, Layouts and Plans are suggestive and may vary with actual.

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ANNEXURE - B

PAYMENT SCHEDULE

Plan Name: Construction Linked Plan (TURBO, T-2, T-3, T-4)

Sr.No.	Installments	Basic Amount (Rs.)	PLC Charge (Rs.)	IFMS (Rs.)	Other Charge (Rs.)	Amount(Rs.)
1	At the time of booking	_____	0	0	0	_____
2	Within 45 days from the date of booking	_____	0	0	0	_____
3	On Commencement of work	_____	_____	0	_____	_____
4	On laying of Upper basement slab	_____	_____	0	_____	_____
5	On laying of 4th Floor roof slab	_____	_____	0	_____	_____
6	On laying of 8th Floor roof slab	_____	_____	0	_____	_____
7	On laying of 12th Floor roof slab	_____	_____	0	_____	_____
8	On laying of 16th Floor roof slab	_____	_____	0	_____	_____
9	On laying of top floor roof slab	_____	0	0	0	_____
10	On completion of Brick Work	_____	0	0	0	_____
11	On completion of internal plaster	_____	0	0	0	_____
12	On Offer of Possession of the Apartment	_____	_____	_____	_____	_____
	Total	_____	_____	_____	_____	_____

*Service Tax as applicable shall be paid extra by the allottee(s).

Total Amount: Rs. _____ (_____ Only)

Allottee/s

Developer

ANNEXURE-C

Tentative Floor Plan of the Allotted Flat/villa

x

Disclaimer: The Sizes, Layouts and Plans are suggestive and may vary with actual.

Allottee/s

Developer

ANNEXURE-D

UNDERTAKING

I _____ R/o _____ have been allotted Flat/Villa no. _____ on _____ Floor in Building No. _____ in "Solitairian City", at GH-B1/2, Jaypee Greens Sports City SDZ, Sector-25, Yamuna Expressway Industrial Development Authority Area, Distt- G.B.Nagar (U.P). I am aware that M/s _____ (The Maintenance Agency) is entrusted with the task of providing maintenance services to the entire complex including the supply of electricity to all the Flat/Villa owners for which purpose the Maintenance Agency shall be applying for permission to receive bulk electric supply and distribute it to the various Flat/Villa owners. The Maintenance Agency has informed me that they shall be responsible for receiving and supplying the electricity supply in the complex, for sanctioning electricity load, for installation of meters, billing and recovery etc. I am agreeable to receive the electricity supply from the Maintenance Agency and I undertake that I shall not apply to Uttar Pradesh Power Corporation Limited (UPPCL) or any other distributing/Regulating/Licensing Agency/ Authority for direct individual supply of electric power and I understand that I shall not be entitled for such direct connection in view of the release of bulk electric supply to the said Complex.

Allottee/s

Developer

ANNEXURE-E

LIST OF ADDRESSES OF THE UNIT ALLOTTEE :

CORRESPONDENCE ADDRESS:

CURRENT ADDRESS :

PERMANENT ADDRESS :

Allottee/s

Developer