



# BUILDER BUYER AGREEMENT

## **Please read carefully**

### **Important Instructions to the Intending Allottee(s):**

Any one desiring to purchase Residential Flat will be required to execute two (2) copies of the Flat Buyers Agreement for each Residential Flat desired to be purchased. The Flat Buyers Agreement sets forth in detail the terms and conditions of sale with respect to the Residential Flat and should be read carefully by each, Intending Allottee. Signed Flat Buyers Agreement will be accepted from an Intending Allottee within 10 days following the Intending Allottee receipt of the copies of the Flat Buyers Agreement along with all its annexures as attached therewith. The Company expects that during the time given, i.e., 10 days from the receipt of the copies of the Flat Buyers Agreement, the Intending Allottee shall have read each and all clause of this Agreement carefully, analysed the legal implications thereof and understood his/her obligations and liabilities and the Company's obligations and limitations as set forth in the Flat Buyers Agreement.

As the Flat Buyers Agreement is a legal document, the Company advises the intending Allottee to take advice of competent legal counsel/advocates for interpreting the provisions of the Flat Buyers Agreement. The Intending Allottee shall, thereafter, if he/she so decides to enter into the Flat Buyers Agreement, execute and deliver to the company, within ten (10) days from the date of dispatch by hand/registered post of the Flat Buyers Agreement by the Company, both the copies of the Flat Buyers Agreement together with all Annexures, Draft Tripartite Maintenance Agreement together with amounts due and payable as set forth in the schedule of payments. If the Intending Allottee(s) fails to execute and deliver to the Company the Flat Buyers Agreement in its original form duly signed within ten (10) days from the date of dispatch by the Company, then the application of the Intending Allottee shall be treated as cancelled and the earnest money paid by the Intending Allottee shall stand forfeited without any notice or reminders and the Intending Allottee(s) shall be left with no right, title or interest in any form or manner in the Residential Flat provisionally offered to the Intending Allottee(s).

The Flat Buyers Agreement will not be binding on the Company until executed by the Company through its authorized signatory. The Company will have the option either to accept or reject the signed Flat Buyers Agreement within thirty (30) days after receiving the same from the Intending Allottee(s). If the Company decides to accept the Flat Buyers Agreement, then a signed copy of the Flat Buyers Agreement will be returned to the Intending Allottee(s) for his/her reference and record and one duly executed copy shall be retained by the Company. If the Flat Buyers Agreement is not executed by the Company and a copy is not dispatched by hand / registered

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post to the Intending Allottee within thirty days from the date of its receipt from the Intending Allottee by the Company then the application and the Flat Buyers Agreement shall be deemed to have been rejected by the Company and all sums deposited by the Intending Allottee in connection therewith shall be refunded without any interest or compensation whatsoever and the Intending Allottee(s) shall be left with no right, title or interest in any form or manner in the Residential Flat provisionally offered to the Intending Allottee(s).

The Company reserves the right to request through identification, financial and other information as it may so desire concerning any intending Allottee(s). The Company shall reject and refuse to execute any Flat Buyers Agreement wherein the Intending Allottee(s) has made any corrections/cancellations/alterations/modifications. The Company reserves the right to reject any Flat Buyers Agreement executed by any Intending Allottee(s) without any cause or explanation or without assigning any reasons thereof and to refuse to execute the Flat Buyers Agreement(s) as the case may be for one or more Residential Flat(s), to any person or entity and the decision of the Company shall be final and unchallengeable.

I/We confirm that I/We have read and understood the above instructions and all clauses of the Flat Buyers Agreement, its annexure etc. and I/We now execute the Flat Buyers Agreement being fully conscious of my/our rights and obligations and limitations of the Company and undertake to faithfully abide by all the terms and conditions of the Flat Buyers Agreement.

#### Instructions for execution of the Flat Buyers Agreement

- 1) Kindly sign along with joint Flat Allottees, if any, on all places marked in the Agreement including all annexures.
- 2) Kindly paste at the place provided, color photographs including of joint Flat Allottees and sign across the photographs.
- 3) Both signed copies of the Flat Buyers Agreement with all the annexures in its original form shall be returned to the Company by registered post (AD)/hand delivery only within the stipulated time.

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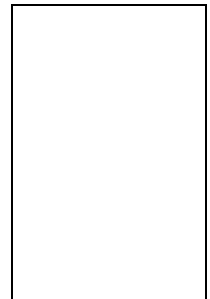
## **FLAT BUYERS AGREEMENT**

THIS AGREEMENT is made at ..... on this ..... day of ..... Between DHANVERSHA BUILDERS PVT. LTD. a company registered under the Companies Act, 1956 having its office at 4/1733, Bholanath Nagar, Shahadra, Delhi (referred to as the Company which expression shall, unless repugnant to the context or meaning thereon, be deemed to include its successors, executors and assigns) ONE PART

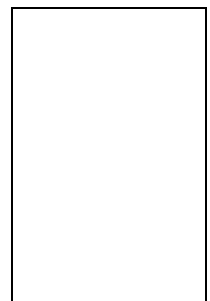
**And**

### **A. FOR INDIVIDUALS/JOINT PURCHASERS.**

1. Sh./Smt.....  
S/D/W of Sh. ....  
Resident of .....  
PAN.....



2. Sh./Smt.....  
S/D/W of Sh. ....  
Resident of .....  
PAN.....



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(hereinafter singly/jointly, as the case may be, referred to as the 'Flat Allottee' which expression shall unless repugnant the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representative, successors and permitted assigns. Whenever, there are more than one allottee the expression allottee in the agree shall be construed as including each of such allottees and each of their heirs, executors and administrators and assign of the OTHER PART.

**B. FOR PARTNERSHIP FIRMS**

M/s.....

a partnership firm duly registered under the Partnership Act..... through its partner authorised by resolution dated..... RECENT PHOTO  
Sh./ Smt. \_\_\_\_\_ (hereinafter referred to as the 'Flat Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, I representatives, administrators, executors, successors and permitted assigns) of the OTHER PART (copy of the resolution signed by all Partners required and to be appended) AND WHEREAS the firm is competent to enter into this agreement.

**C. FOR COMPANIES**

M/s .....  
a company registered under the Companies Act.1956, having its office at ..... through its duly authorised signatory Sh./Smt..... authorised by Board Resolution dated ..... (hereinafter referred to as the "Flat Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its heirs ,executors administrators, successors and permitted assigns) of the OTHER PART (a copy of Board Resolution along with a certified copy of Memorandum and Articles of Association is appended herewith).

RECENT PHOTO

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## **COMPANY'S REPRESENTATIONS:**

- A. WHEREAS the Company has acquired right, title and interest in land measuring approximately 3100 sq. Mtr. related to Khasra No.548, situated at Village Noor Nagar, Pargna Loni, Tehsil & Distt. Ghaziabad vide sale deed No.9635, dated 29.09.2011.
- B. AND WHEREAS The allottee has prior to the execution of this Agreement undertaken inspection of all documents of title and other related papers and has satisfied himself that the title of the Company to the said plot is marketable and has agreed to accept the same. The allottee shall be entitled to further investigate the title of Company to the said plot and no requisitions or objections shall be raised or entertained on any matter relating thereto.
- C. AND WHEREAS, the company has specifically made clear that the lay Out plan of 'LAUREL NEXT TOWER" of the proposed site of the company, is presently tentative and any changes directions/condition, imposed by Ghaziabad Development Authority, shall be binding on both the flat Allottee and the company and the flat Allottee for the purpose of making any changes in order to comply with such directions/condition changes and that the layout plan of complex as may be amended and approved from time to time shall supercede the proposed tentative lay out plan and shall automatically form a part of this Agreement in place of present lay out plan as the case may be.
- D. AND WHEREAS the company has further clarified to the Flat Allottee that the proposed layout plan of "LAUREL NEXT TOWER OF DHANVERSHA BUILDERS PVT. LTD." as given in tentative layout plan of this Agreement comprises of both group housing and other areas but however the other areas are in no way directly or indirectly or in any manner whatsoever connected to this Agreement, so much so, that this Agreement is confined and limited in its scope only to the Block in which flat of the Allottee is situated to be constructed by the Company on the portion of said land.
- E. AND WHEREAS the Company has further clarified to the flat allottee that this Agreement is confined and limited to in its scope only to the sale of residential Flats in a specific group housing complex to be constructed in various blocks (hereinafter referred to in this Agreement as the SAID HOUSING COMPLEX' consisting of multi-storeyed blocks.
- F. AND WHEREAS the Company has explained to the flat allottee that the purpose of For DHANVERSHA BUILDERS PVT. LTD.

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- G. description of entire “LAUREL NEXT TOWER OF DHANVERSHA BUILDERS PVT. LTD.” is merely to acquaint the Flat Allottee with the overall picture of the development plan of complex and not to convey to the Flat Allottee any impression of any right, title or interest in any of the zones to be developed in the complex or in any land(s) falling outside the said portion of land specifically earmarked for the construction of the said Block in which flat of the Allottee is situated which is the subject matter of this Agreement. The furniture, fittings, accessories etc. shown in the layout of flats have been shown only to indicate likely lay out of the rooms, toilets etc and do not form part of Flat proposed to be sold hereunder.
- H. AND WHEREAS the Company is competent to enter into this Agreement.
- I. AND WHEREAS, the Company is also entering into separate agreements with several other persons regarding other flats/space in the said building under construction by the Company.

**FLAT ALLOTTEE’S REPRESENTATIONS:**

- A. AND WHEREAS the Flat Allottee has applied to the Company vide application dated ..... agree to the terms and conditions as set out in the application of the allotment of Flat No. .... Floor in Tower..... having an approximate super area (super area approximately) (referred to as the SAID FLAT) and for allotment of Car Parking.\*\*\*\*\*
- B. AND WHEREAS the Allottee has demanded from the Company and the Company has allowed the Allottee inspection of the said Portion of Land for LAUREL NEXT TOWER

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- C. OF DHANVERSHA BUILDERS PVT. LTD., tentative building plan and ownership record of Land and all other documents relating to the title, competency and all other relevant details and the Allottee has confirmed that he/she is fully satisfied in all respects with regard to the right, title, interest of the Company and its associates/collaborators in the said portion of Land on which the said Complex/Building is being constructed and has understood all limitations and obligations of the Company in respect thereof. The Allottee agreed that there shall be no further investigations or objections by him/her/ them in this regard and further that he/she/they is/are fully satisfied of the competency of the Company to enter into this Agreement.
- D. AND WHEREAS the Flat Allottee acknowledges that the Company has readily provided all information/clarifications as required by him/her but that he/she has not relied upon and is not influenced by any plane brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever relating to description or physical condition of the proposed property and the Flat Allottee has relied solely his/her own judgment and investigation in deciding to enter into this Agreement and to purchase the said Flat. No oral or written representations or statements shall be considered to be part of this Agreement and that the Agreement is self contained and complete in itself in all respects.
- E. AND WHEREAS the Company, relying on the confirmations, representations and assurances of the Flat Allottee to faithfully abide by all the terms, conditions and stipulations contained in the Agreement has accepted in good faith his/her application to allot a residential Flat and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- F. AND WHEREAS, the Allottee has examined all the Land title deeds of the proposed site, the building, plan, designs, specifications of the proposed multi storyed group housing residential building has approved the same and has agreed that the company may make therein such variations, modifications or additions as may be required by the Ghaziabad Development Authority or Ghaziabad Municipal Corporation or the Land Development office or any other authority or as the company in its sole discretion may thankful proper and necessary.

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

- 1.1 The Company hereby agrees to sell and the Flat Allottee hereby agrees to purchase the said Flat detailed below having a super area of approximately ..... sq. ft. (..... sq. Mtr.) (the definition of super area is given in Annexure-I) along with undivided proportionate share only in the land underneath the said Building in which the said Flat is located, calculated in the ratio which the super area of the said Flat bears to the total super area of all the Flats in the said Building and exclusive use of the reserved covered parking space in accordance with the terms and conditions set out in this Agreement, mutually agreed to between the parties.

1.2

Tower No.	Flat No.	Type of Flat	Super Area (sq. ft.)	Rate (per sq. ft.)	Floor PLC	Corner PLC	View PLC

- 1.3 Parking Additional Price payable for each parking Rs...../- (In Basement)  
Rs...../-(Open Parking)

Total Amount (As per breakup in Annexure-II)  
(Rs.....)

- 1.4. And whereas the allottee has paid a total sum of Rs...../- (Rs.....)  
As per detail below:-

- RTGS/Cash/DD/Cheque No..... dated..... drawn on.....
- RTGS/Cash/DD/Cheque No..... dated..... drawn on.....
- RTGS/Cash/DD/Cheque No..... dated..... drawn on.....
- RTGS/Cash/DD/Cheque No..... dated..... drawn on.....
- RTGS/Cash/DD/Cheque No..... dated..... drawn on.....

towards earnest money for the said space. The allottee has undertaken to make payment for the said flat as per payment plan agreed and mentioned in Annexure-II.

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1.5 The Flat Allottee has specifically agreed that if due to a change in the lay out/building plan, the said Flat ceases to be in a preferential location, the Company shall be liable to refund only the amount of preferential location charges paid by the Flat Allottee and such refund shall be made/adjusted in the last installment as stated in the Schedule of For

Payments given in Annexure-II. If due to any change in the lay-out building plan, the said Flat becomes preferentially located then the Flat Allottee agrees to pay additional preferential location charges to the Company calculated at the rate applicable for such preferential location(s) in the manner as stated in the Schedule of Payments given in Annexure-II of this Agreement or as demanded by the Company.

1.6 It is made clear by the Company and the Flat Allottee agrees that the sale price of the said Flat shall be calculated on the basis of its super area (as per the definition of super area given in Annexure-I) and that the super area stated in this Agreement is tentative and is subject to change till the construction of the said Building is complete. The final super area of the said Flat shall be confirmed by the Company only after the construction of the said Building is complete. The total price payable for the said Flat shall be recalculated upon confirmation by the Company of the final super area of the said Flat and any increase or reduction in the super area of the said Flat shall be payable refundable as the case may be, without any interest, at the same rate per square feet or square meter as agreed in clause (1.1) of this Agreement. If there is an increase in super area, the Flat Allottee agrees and undertakes to pay for the increase in super area immediately on demand by the Company and if there is a reduction in the super area, then the refundable amount due to the Flat Allottee shall be adjusted by the Company from the final installment as set forth in the Schedule of Payments in Annexure-II.

1.7 It is further clarified to the Flat Allottee that the Company has calculated the total price payable for the Flat on the basis of its super area (as specifically defined in Annexure-I) which comprises of the Flat and pro-rata share of the common areas and facilities within the said Building only. The Company may abundantly clear to the Flat Allottee that he/she shall be entitled to the ownership rights and right to usage only as per details given below:

- i. The Flat Allottee shall have ownership of the said Flat consisting of the Flat area only. The definition of Flat area is given in Annexure-I. The Flat area is included in the computation of super area (such area is defined in Annexure-I).

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(ii) The Flat Allottee shall also have undivided proportionate share in the common areas and facility within the said Block in which flat of the Allottee is situated only. As the share of Flat allottee the common areas and facilities is undivided and cannot be separated this would require him/her to the common areas and facilities within the said Block in which flat of the Allottee is situated harmoniously along with other occupants, maintenance staff etc. without causing inconvenience or hindrance to them. Further it is clearly understood and agreed by the Flat Allottee that even if the common areas and facilities within the said Block in which flat of the Allottee situated is included in the computation of super area, the right of the Flat Allottee to use the common areas and facilities within the said Block in which flat of the Allottee is situated only shall always subject to the timely payment of maintenance charges. It is further made abundantly clear and Flat Allottee has understood that he/she shall be entitled to undivided proportionate share of other common areas and facilities except the common areas and facilities within the said Block in which the flat of the Allottee is situated.

(iii) In addition to the above, though not forming a part of computation of super area for which prior charged, the Flat Allottee shall have the ownership of undivided proportionate share in the underneath the said Block in which flat of the Allottee is situated only (i.e. the land which is the print of the Block in which the said Flat is situated). The undivided proportionate share of underneath the said Block in which flat of the Allottee is situated shall be calculated in the ratio of super area of the said Flat to the total super area of all the Flats within the said Building only made abundantly clear and agreed by the Flat Allottee shall have no right, no title, no interest of any kind whatsoever on any other land(s) except to the extent of using only such general common used areas and facilities within the said Complex subject, however, to the timely payment maintenance charges by the Flat Allottee.

(iv) In addition to above though not forming part of the computation of super area the Flat Allottee also be entitled to use Only, the general commonly used areas and facilities within the said Common area which may be within or outside the land underneath the said Block in which flat of the Allottee situated earmarked as commonly used areas by all the occupants of all the buildings to constructed on the said Portion or Lind/said Land. However, such general commonly used and facilities earmarked for common use of all occupants shall not include the exclusive reserve open/covered parking space individually allotted to the respective occupants for their use.

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- 1.8 (i) All lands except the general commonly. used areas, facilities and amenities, public roads, lands etc. within the said Complex earmarked for common use falling outside the land underneath the said Block in which flat of the Allottee is situated in which the said Flat is located or any other facility or amenity as may be provided the sole option and sole discretion of the Company or as may be provided in accordance with the directions of any competent authority(ies) even if provided in the stilts of the said Building, are specifically excluded from the scope of this Agreement and Flat Allottee shall have no ownership rights, no right of usage, no title no interest or no claims whatsoever in such land(s), areas, facilities and amenities within the stilts of the said Building, the said Portion of the Land or anywhere in the Entire Complex. The Flat Allottee hereby gives an irrevocable undertaking to the Company that he/she shall never claim any rights, title nor any interest in these land(s), areas, facilities and amenities, as they are specifically excluded from the scope of this Agreement and are not included in the computation of super area in any manner, and for which the Flat Allottee has not paid money to the Company in, any form or manner whatsoever and that the Flat Allottee agrees that he/she shall not at a later date, after execution of this Agreement, raise any claim or create any dispute in respect of such land(s) areas, facilities and amenities. The Company, its Associates, its collaborators, as the owner of such lands, areas facilities and amenities shall have the sole right and absolute authority to deal with the same in any manner including but not limited to creation of rights in favor of any other party by way of sale, transfer, lease, joint venture, collaboration or any other mode which the Company may deem fit in its sole discretion.
- (ii) The Flat Allottee confirms and represents that he/she has not made any payment to the Company in any manner whatsoever and the Flat Allottee hereby agrees that the Company has not indicated/promised/represented/given any impressions of any kind in an explicit or implicit manner whatsoever, that the flat Allottee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas facilities and amenities falling outside the land underneath the said Block in which flat of the Allottee is situated save and except the use of general commonly used areas (for the purpose of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion and such identification by the Company in its plans now or in future shall be final, conclusive and binding on the Flat Allottee. The Company has made clear to the Flat Allottee that it shall be carrying out extensive development/construction activities now and for long time in future in the entire area falling outside land underneath the said Block in which his/her Flat is located and that the Flat Allottee has confirmed that he/she shall not raise any objection or make any claims or fail to pay installments in time as

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stipulated in Schedule of Payments in Annexure-II & Annexure-III on account inconvenience, if any, which may be suffered by him/her due to such development construction incidental/related activities. It is made clear by the Company and agreed by the flat Allottee that all rights including the rights of ownership of land(s), facilities and amenities (other than those within the said Block in which flat of the Allottee is situated and the land underneath the said block only) shall vest solely with the Company and Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of further rights in favor of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode, which the Company may deem fit in its sole discretion. The Company relying in good faith on this specific undertaking of Flat Allottee in this Agreement has agreed to allot the said Flat and this undertaking shall survive throughout the occupancy of the Flat by the Flat Allottee, his/her legal represent successors, administrators, executors, assigns etc.

- 1.9 It is specifically made clear to the Flat Allottee that his/her right to use such common areas and facilities with said block and general commonly used areas and facilities falling outside the land underneath the said (excluding reserved parking areas for exclusive use) but within the said complex shall be limited to them within the said complex as may be included in the Declaration which may be filed by the Company at its discretion in terms of the relevant Apartment Ownership Law or any other amendment(s) or state modification(s) or re-enactments thereof or under the provisions of any other applicable law(s) and the Allottee hereby agrees that such Declaration shall be binding upon the Flat Allottee. The Flat Allottee has assure the Company to faithfully abide by such declaration. The common areas and facilities within the said building and the general commonly used areas and facilities within the said Complex shall be available for use by the flat Allottee subject to the timely payment of maintenance charges and the Flat Allottee agrees that in the event failure to pay maintenance charges on or before due date he/she shall not have the right to use such common areas and facilities and such general commonly used areas and facilities.
- 1.10 It is made clear by the Company and understood by the Flat Allottee that all other areas and facilities or any other facility or amenity as may be provided by the Company at its sole option and discretion or providing in accordance with the direction of any competent authority(ies) and including but not limited to facilities, amenities if provided at the Company's sole option and discretion in the stilts of the said block are specifically excluded from the scope of this Agreement and, therefore, shall not form a part of the declaration to be filled terms of relevant Apartment Ownership Law or any other amendment(s) or statutory modification or re-enactments thereof or under the provisions of any other applicable law(s).

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It is made clear by the Company and agreed by Flat Allottee that the payment of External Development Charges levied, by whatever name called or in whatever form and with all such conditions imposed, by the Government and/or any competent authority(ies) and such increase in External Development Charges always be solely to the account of Flat Allottee to be borne and paid by all the Flat Allottees in proportion to super area of their respective Flats to the total super area of all the Flats in all the building in the said Complex such charges are increased (including with retrospective effect) after the sale deed has been executed then such charges shall be treated as unpaid sale price of the said Flat and the Company shall have the first charge/right the said Flat for recovery of such charges from Flat Allottee.

- 1.11 The Flat Allottee agrees that the reserved parking space allotted to him/her for exclusive use shall be understood to be together with the Flat and the same shall not have independent legal entity detachable from the said area. The Flat Allottee undertakes not to sell/transfer/deal with the reserved parking space independent of the said Flat. The Flat Allottee undertakes to park his/her vehicle in the parking space allotted to him/her and not anywhere else in the said Complex. It is specifically made clear and the Flat Allottee agrees that part of the basement, if provided anywhere in the said Complex shall be kept reserved for services, use by maintenance staff etc. and same not be used by the Flat Allottee for parking his/her vehicles except however in cases where reserved car parking rights are given in the basement(s). The Flat Allottee agrees that all such reserved car parking spaces allotted to the occupants of the building(s)/said Complex shall not form part of common areas and facilities of the said Flat building constructed on the said site for the purpose of the declaration to be filed by the Company under the relevant Apartment Ownership Law. The Flat Allottee agrees and confirms that the reserved parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said flat under any of the provisions of the said agreement. In no case the flat allottee shall have a right to enclose or to raise boundaries for the reserve car parking.
- 1.12 The total price of the said Flat mentioned in the schedule of payments in Annexure-II of this Agreement is inclusive of the cost of providing electrical wiring and switches in each Flat and firefighting equipment in the common areas within the said Building/said Complex as prescribed in the existing fire fighting code/regulations Nation Building Code as on date. Power back-up may be provided subject to timely payment of maintenance charge from stand-by generators not exceeding 1 KV load per Flat in case of

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- 1.13 2/3 bedroom at the prescribed rate in annexure-II. Flats and shall be in addition to normal power back up for the common areas and common service within the said block. The cost incurred in setting up of Electrical Sub Station/bulk supply of energy source shall be bourn proportionately by the allottee and only after payment of that amount the allottee shall get NOC for independent electricity connection.
- 1.14 The total price of the said Flat does not include the cost of electric and water meter etc. which shall be got installed by the Flat Allottee at his/her own cost. If due to any subsequent legislation/Govt. order, directives guidelines or change/amendments in Fire Code including the National Building code or if deemed necessary by the Company at its sole discretion, additional fire safety measures are undertaken, then the Flat Allottee undertakes to pay within thirty (30) days from the date of written demand by the Company, the additional expenditure incurred thereon along with other Flat Allottees in proportion to the super area of his/her Flat to the total super area of all the Flats in the said Building/said Complex as determined by the Company.

**2. Payment for taxes, wealth-tax, cesses by Flat Allottee**

That the Flat Allottee agrees to pay directly or if paid by the Company, then reimburse to the Company on demand, Govt. rates, property taxes, works contract tax, wealth tax, service tax, taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the said complex and or building(s) constructed on the said Portion of Land or the said Flat, as the case may be, as assessable/applicable from the date of application of the Flat Allottee and the same shall be borne and paid by the Flat Allottee in the said Building/said Complex as determined by the Company. Further, the Flat Allottee shall be liable to pay from the date of his/her application house-tax property-tax, fire fighting tax or any other fee or cesses as and when levied by any statutory Body or Authority and so long as the said Flat of the Flat Allottee in proportion to the super area of the said Flat to the total super area of all the Flats in the said Building/said Complex as determined by the Company. These taxes, cesses etc. shall be paid by the Flat Allottee irrespective of the fact whether the maintenance is carried out by the Company or its Nominee or any other Body or Association of all or some of the Flat owners.

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### **3. Amount paid by Flat Allottee with Application**

That the Flat Allottee has paid a sum of Rs. ....(Rs.....only) towards price of the said Flat at the time of application the receipt of which the Company doth hereby acknowledge and the Flat Allottee shall and doth hereby agree to pay the remaining price of the Flat as prescribed in Schedule of Payments/Annexure- II attached with this Agreement along with all other charges, securities etc. as may be demanded by the Company within the time and in the manner specified therein.

### **4. EARNEST MONEY**

The Flat Allottee has entered into this Agreement on the condition that out of the amount(s) paid/payable by him/her for the said Flat and the reserved parking space allotted to him/her, the Company shall treat 20% of the value of the Flat as earnest money to ensure fulfillment, by the Flat Allottee, of the terms and conditions contained in the application and this Agreement.

The Flat Allottee hereby authorizes the Company to forfeit out of the amounts paid/payable by him/her earnest money as aforementioned together with any interest paid due or payable, and other amount of refundable nature in the event of the failure of the Flat Allottee to perform his/her obligations or fulfill all the terms and conditions set out in the application and or this Agreement executed by the Flat Allottee including but not limited to the occurrence of any event of default as described in Clause (12) of this Agreement or in the events failure of the Flat Allottee to sign and return this Agreement in its original form to the Company within thirty days from the date of its dispatch or intimation to the effect by the Company. The Flat Allottee agrees the conditions for forfeiture of earnest money shall remain valid and effective till the execution and registration conveyance/sale deed for the said Flat and the Flat Allottee hereby authorizes the Company to effect forfeiture without any notice to the Flat Allottee and the Flat Allottee has agreed to this condition to indicate his/her commitment to faithfully abide by all the terms and conditions contained in his/ her application and Agreement.

### **5. MODE OF PAYMENT**

That the Flat Allottee shall make all payments in time in terms of Schedule of Payments as given in Annexure-II, annexed to this Agreement and as may be demanded by the Company from time to time and without reminders from the Company through account Payee Cheques/Demand Draft(s) or RTGS in favor of M/S DHANVERSHA BUILDERS PVT. LTD. payable at Delhi/Ghaziabad. However the Company will send intimation to the Flat Allottee regarding reaching of a particular construction stage/landmark referred to in the Scheduled Payments in Annexure-II. Non receipt of reminder shall be no excuse for delayed payment.

TIMELY PAYMENT OF INSTALLMENTS IS THE ESSENCE OF THIS CONTRACT.  
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#### **6. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

The Flat Allottee, if resident outside India, shall solely be responsible for complying with the necessary form as laid down in Foreign Exchange Regulation Act, 1973, Foreign Exchange Management Act, 1999. Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made therein all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. Whenever there is any change in the residential status of the Flat Allottee subsequent the signing of this Agreement it shall be the sole responsibility of the Flat Allottee to intimate the same in writing to the Company immediately.

#### **7. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Flat Allottee authorizes the Company to adjust/appropriate all payments made by him/her under any head(s) of dues against outstanding if any in his/her name as the Company may in its sole discretion deem fit and the Flat Allottee undertakes not to object/demand/direct the company to adjust such payments in any manner otherwise than as decided by the Company in its sole discretion.

#### **8. TIME IS THE ESSENCE**

Time is the essence with respect to the Flat Allottees obligations to pay the price of the said Flat in accordance with the Schedule of Payments as given in Annexure-II along with other payments such as applicable stamp duty registration fee, interest free maintenance security and other charges, cesses as stipulated under this Agreement to be paid on or before due date or as and when demanded by the Company as the case may be and also perform or observe all the other obligation of the Flat Allottee under this Agreement. It is clearly agreed and understood by the Flat Allottee that it shall not be obligatory on the part of the Company to send demand notices reminders regarding the payments to be made by the Flat Allottee as per Schedule of Payments (Annexure-II) or obligations to be performed by the Flat Allottee. However, in case of any default/delay in the payments to be performed by Flat Allottees, the Company may, at its sole option and discretion, without prejudice to its rights as set out in Clauses (4) and (12) of this Agreement, waive the breach by the Flat Allottee in not making payments as per the Schedule of Payments given in Annexure-II, but on the condition that the Flat Allottee shall pay to the Company interest which shall be charged after the due date @ 24% per annum. It is made clear and so agreed by the Flat Allottee that exercise of discretion by the Company in the case of one Flat Allottee shall not be construed to be a precedent and/or binding on the Company to exercise such discretion in the case of other Flat Allottees.

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The allottee will not be entitled to delay the payment due to the company/Builder for want of certain clarification and enquiries touching this agreement or due to any reference whatsoever.

#### **9.1 CONSTRUCTION OF THE SAID BUILDING/SAID FLAT/SAID COMPLEX**

The Flat Allottees has seen and accepted the Schedules of payment, tentative layout plan, tentative typical Flat plan which are subject to change at the sole option and discretion of the Company and the Flat Allottee has accepted and consented to this condition. The construction of the said Building/said Complex and the said Flat including the materials, equipment, plants and fixtures shall be installed subject to the right of Company to amend the specifications in order to substitute materials, plants and equipments or fixtures of similar quality or subject to any direction from competent authority or due to force-majeure, conditions or reasons beyond control of the Company and the Flat Allottee hereby agrees to this condition. The Flat Allottee has further authorized the Company to carry out, on his/her behalf, such additions, alterations, deletions and modifications in the building plans, floor plans, space plans, change in specifications etc. including the number of Flat floors as the Company may consider necessary or as directed by any competent authority while sanctioning the building plans or at any time thereafter in the interest of the project. The Flat Allottee agrees that upon taking possession of the Flat he/she shall not make any claim against the Company in respect of any item of work in the said Flat which may be alleged not to have been carried out or completed or in respect of any design, specifications, building materials used or for any other reason whatsoever.

#### **9.2 MAJOR ALTERATION/MODIFICATION**

In case of any major alteration/modification resulting in excess of  $\pm 10\%$  change in the super area of the land or material/substantial change, in the sole opinion of and as determined by the Company, in the specification the materials to be used in the said Building/said Flat any time prior to and upon the offer of possession Flat, the company shall intimate and Flat Allottee in writing the changes thereof and the resultant change in the price of the said Flat to be paid by him/her and the Flat Allottee agrees to deliver to the Company his written consent or objections to the changes within thirty (30) days from the date of dispatch by the Company, such notice failing which the Flat Allottee shall be deemed to have given his/her full and unconditional consent all such alterations/modifications and for payments, if any, to be paid in consequence thereof. If the said notice of Flat Allottee is received by the Company within thirty (30) days of

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intimation in writing by the Company indicating his/her non-consent/objections to such alternations/modifications as intimated by the Company the Flat Allottee, then, in such case alone the Company may at its sole option and discretion decide to Cancel the Agreement without further notice and in such event the Company shall refund the entire money received from Fiat Allottee excluding interests on delayed payments and non-refundable deposits with simple interests per annum within ninety (90) days from the date of intimation received by the Company from the Flat Allottee upon dispatch of such refund by registered post, the Company shall be released and discharged from obligations and liabilities under this Agreement and the Flat Allottee agrees and authorized from obligations and liabilities under this Agreement and the Flat Allottee agrees and authorizes the Company resell or deal with the said Flat and the parking space thereafter in any manner whatsoever at the Company discretion.

#### **10.1 SCHEDULE FOR POSSESSION OF THE SAID FLAT**

The Company based on its present plans and estimates and subject to all just exceptions, contemplated complete construction of the said Building/said Flat and offer possession of the Flat unless there shall be or there shall be failure due to reasons mentioned in clauses (1.1.1), (11.2), and Clause (39) or due to failure Flat Allottee(s) to pay in time the price of the said Flat along with all other charges and dues in accordance the schedule of payments given in Annexure-II or as per the demands raises by the Company from time to time any failure on the part of the Flat Allottee(s) to abide by any of the terms or conditions of this Agreement.

#### **10.2 PROCEDURE FOR TAKING POSSESSION**

The Company, upon making the fiat of the Flat Allottee ready for use, offer in writing to the Flat Allottee took over, occupy and use the said Flat in terms of this Agreement within thirty (30) days from the date of issue of notice and the Company shall hand over the said Flat to the Flat Allottee for his/her occupation and use so to the Flat Allottee having complied with at the terms and conditions of this Agreement and is not in default any of the provisions of this Agreement and has complied with all provisions, formalities documentation's etc. may be prescribed by the Company in this regard.

#### **10.3 FAILURE OF FLAT ALLOTTEE TO TAKE POSSESSION**

Upon receiving a written intimation from the Company in terms of Clause (10.2) above,

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the Flat Allottee within the time stipulated by the Company, in the notice, take over the said Flat from the Company by exercise necessary Indemnities, Undertakings, Tripartite Maintenance Agreement and such other documentation as the company may prescribe and the company shall after satisfactory execution of such documents and payment by Flat Allottee of all the dues under this Agreement permit the Flat Allottee to occupy and use the said Flat. If the Flat Allottee fails to take over the Flat as aforesaid within the time limit prescribed by the Company in its notice, then the said Flat shall lie at the risk and cost of the Flat Allottee and the Company shall have no liability or concern thereof. Further it is agreed by the Flat Allottee that in the event of his/her failure to take over the said Flat in the manner as aforesaid, then the company shall have the option to cancel this Agreement and avail the remedies as stipulated in Clause (12) of this Agreement or the Company may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Flat Allottee in taking over the said Flat in the manner as stated in this clause on the condition that the Flat Allottee shall pay to the Company holding charges @ Rs. 10/- (Rupees Ten only) per sq. ft. of the super area of the said Flat per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Flat till the entire holding charges with applicable overdue interest, if any, at the rates as prescribed in this agreement are fully paid. It is made clear and the Flat Allottee agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to (but in addition to) maintenance or any other charges as provided in this Agreement. Further, the Flat Allottee agrees that in the event of his/her failure to take over the said Flat within the time stipulated by the Company in its notice, he/she shall have no right or any claim in respect of any item of work in the said Flat which he/she may allege not to have been carried out or completed or in respect of any design specifications, building materials, use or any other reason whatsoever and that he/she shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Flat/ said Building/said Complex.

#### **11.1 DELAY DUE TO REASONS BEYOND CONTROLL OF THE COMPANY**

If, however, completion of the said Building/said Complex is delayed by reason of non-availability of steel and or cement or other building materials or water supply or electric power or slow down, strike or due to dispute with the construction agency(ies) employed by the Company, lock-out or civil commotion, by reason of war or enemy action or terrorist action or earthquake or any act of God or if non-delivery of possession is as a result of any Act, Notice, Order, Rule or Notification of the Government and or any other

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Public or Competent Authority or due to delay in sanction of building/zoning plans by any Competent Authority or for any other reasons beyond the control of the Company then the Flat Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession of the said Flat. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the Company so warrant, the Company may suspend the Scheme for such period as it may consider expedient and the Flat Allottee agrees not to claim compensation of any nature whatsoever of this Agreement during the period of suspension of the Scheme.

#### **11.2 FAILURE TO DELIVER POSSESSION DUE TO GOVERNMENT RULES ORDERS, NOTIFICATIONS ETC.**

That if as a result of any law that may be passed by any legislature or Rule, Regulation or Order or Notification that may be made and or issued by the Government or any other Authority including a Municipal Authority, the Company is unable to complete the construction of the said Flat/said Building/said Complex, then the Company may, if so advised, though not bound to do so, at its discretion challenge the validity, applicability and/ or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate Courts, Tribunal(s) and/or in such a situation, the money(ies) paid by the Flat Allottee in pursuance of this Agreement, shall be remain with the Company and the Flat Allottee agrees not to move for or to obtain specific performance terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance determination by the Court(s)/Tribunal(s)/Authority(ies). However, the Flat Allottee may, if he/she shall become a party along with the Company in such litigation to protect Flat Allottee rights arising Agreement shall stand revived and the Flat Allottee shall be liable to fulfill all obligations as provided in the Agreement. It is further agreed that in the event of the aforesaid challenge of the Company to the Legislation/Order/Rule/Regulation! Notification not succeeding and the said legislation/order/rule/regulation becoming final, absolute and binding, the Company will, subject to provisions of law/court order, Flat Allottee, the amounts attributable to the said Flat (after deducting interest on delayed payments as paid, due or payable, any amount of non-refundable nature) that have been received from a Flat Allottee, Company without any interest or compensation of whatsoever nature within such period and in such period may be decided by the Company and the Flat Allottee agrees to accept the Company's decision, in this be final and binding save as otherwise provided herein the Flat Allottee shall not have any other right whatsoever nature against the Company under or in relation to this Agreement.

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

It is specifically made clear to the Flat Allottee that all defaults, breaches and/or non-compliance of any terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. With a view to acquaint the Flat Allottee some of the indicative events of defaults are mention below which merely illustrative and are not exhaustive.

- (i) Failure to make payments within the time as stipulated in the Schedule of Payments as given in Annexure-II and failure to pay the stamp duty, legal, registration any incidental charges, any increases in including but not limited to interest free maintenance security as demanded by the Company as charges, deposits for bulk supply of electrical energy, taxes etc. as maybe notified by the Company Flat Allottee under the terms of this Agreement and all other defaults of similar nature.
- (ii) Failure to perform and observe any or all of the Flat Allottee obligations including those contained in { 12(1) } above as set forth in this Agreement or if the Flat Allottee fails to execute any other need/documents/undertakings/indemnities etc. or to perform any other obligation, if any set forth in any other Agreement with the Company in relation to the said Flat.
- (iii) Failure to take over the said Flat for occupation and use within the time stipulated by the Company in its own.
- (iv) Failure to execute the sale deed within the time stipulated by the Company in its notice.
- (v) Failure to execute Tripartite Maintenance Agreement and/or to pay on or before its due date the maintenance charges, maintenance security deposits, deposits/charges for bulk supply of electric energy or any increases in respect thereof, as demanded by the Company, its nominee other Body Association of Flat Owners.
- (vi) Failure pursuant to a request by the Company, in terms of Clause (25) of this Agreement to become a member of the Association of Flat Owners at the said Building/said Complex or to pay subscription charges etc, as may be required by the Company or Association of Flat Owners, as the case may be.
- (vii) Assignment of this Agreement or any part of this Agreement without prior written consent of the Company.

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(viii) Dishonor of any cheque(s), given by Flat Allottee for any reason whatsoever.

(ix) Sale/transfer/disposal of/dealing with, in any manner, the reserved parking space independent of the said Flat.

(x) Any other acts, deeds or things which the Flat Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit/agreement/ indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Flat Allottee agrees and confirms that the decision of the Company in this regard shall be final and binding on the Flat Allottee. Upon the occurrence of any one or more of event(s) of default under this Agreement including but not limited to those specified above, the Company may, at its sole discretion decide, by notice to the Flat Allottee, to cancel this Agreement. If the Company decides to cancel this Agreement, the Flat Allottee shall have thirty (30) days from the date of issue of notice of cancellation by the Company to rectify the default as specified in that notice. The Flat Allottee agrees that if the default is not rectified within such thirty (30) days this Agreement shall be automatically cancelled without any further notice and the Company shall have the right to retain, as and for liquidated damages, the entire earnest money as specified in this Agreement along with the interest on delayed payments, any interest paid, due to be payable, any other amount of nonrefundable nature. The Flat Allottee agrees that upon such cancellation of this Agreement the Company will be released and discharged of all liabilities and obligations under this Agreement and the Flat Allottee hereby authorizes the Company that the said Flat and the car parking space may be sold to any other party by the Company or dealt in any other manner as the Company may in its sole discretion deem fit as this Agreement had never been executed and without accounting to the Flat Allottee for any of the proceeds of such sale. In the event of the Company electing to cancel this Agreement any amount which shall prove to be refundable to the Flat Allottee over and above the amounts retained as and for liquidated damages such as the earnest money, interest on delayed payments, any interest paid, due or payable, any other amount of non-refundable nature, shall be refunded by the Company only after realizing such refundable amount on further sale resale to any other party and shall be refunded without any interest or compensation of whatsoever nature and upon such cancellation and refund by the Company by registered post, the Flat Allottee shall be left with no right, title, interest or lien over the said Flat and the car parking space in any manner whatsoever.

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### **13. SALE/CONVEYANCE OF THE SAID FLAT**

The Company, as stated earlier shall prepare and execute along with the Flat Allottee a sale/conveyance deed to convey the title of the said Flat in favor of Flat Allottee but only after receiving full payment of the total price of the Flat and the parking space allotted to him/her and payment of all securities including maintenance security deposits and charges for bulk supply of electrical energy, interest, penal etc. on delayed installments stamp duty, registration charges, incidental expenses for registration expenses for registration and all other dues as set forth in this Agreement or as demanded Company from time to time prior to the execution of the Conveyance Deed, If the Flat Allottee is in of any of the payments as set forth in this Agreement then the Flat Allottee authorizes the company withhold registration of the sale Deed in his/her favor till full and final settlement of all dues to the Company is made by the Flat Allottee. The Flat Allottee shall be solely responsible and liable for compliance' provisions of Indian Stamp Act 1899 including any actions taken or deficiencies/penalties imposed competent authority (ies).

- 13.1 Before execution of the Deed of Assignment or Sale Deed in favour of the proposed company or body corporate, the Company has the right to make additions, raise storeys or put up additions structures, as may be permitted by Ghaziabad Municipal Corporation/GDA and other concerned authorities and such additional structures and storeys shall be the sole property of the company, who will be entitled to dispose it of in any way, he chooses without any interference on the allottee, by himself or with one or more of the rest of the allottee and the allottee hereby consent the same. The company shall be entitled to correct the electric, water sanitary and drainage fittings additional structures/storeys with-the existing electric water, sanitary and drainage sources, but at \*\*\*\*\*Company) own cost. Further, the basement (except portions sold) and the terrace of the building in the parapet walls, shall always be the property of the company and the agreement with allottee other allottee of flats in the said building shall be subject to the aforesaid rights of the company, who will be entitled to use the said terrace including the parapet walls for all purposes including the advertisements and sign boards or open air restaurant, cinema or any other use and the company always have the rights of easement to roof, parapet walls and to the basement etc. The allottee gives consent to the same and agrees that he/she shall not be entitled to raise any objection or claims reduction in the price of the flat agreed to be acquitted by him and/or any compensation or damages the ground of inconvenience or any other ground whatsoever.

- 13.2 The company alone is entitled to get refund of the various securities deposited by it during constructions of building with various Government authorities for electric, water and sewer connections etc.

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- 133 It has been further notified to the allottee and the allottee has also consented and undertaken that since of ownership and possession vests in the company regarding the who are building including inter-alia common corridors, staircases etc. and it would be at the option of the company to raise any sort of construction upto any height on the terrace as the company so deems fit and proper subject to permissibility in law for construction thereupon and the Allottee shall not have any objection or cause any obstruction for the construction in any manner whatsoever, it may be.

#### **14.1 MAINTINANCE OF THE SAID BUILDING / SAID COMPLE / SAID FLAT**

In order to provide necessary maintenance services, dedicated focus and transparency in accounting and procedures the Company shall, upon the completion of the said Building/said Complex, hand over the maintenance of the said Building/said Complex to some maintenance agency or any other nominee including other Body or Association (hereinafter referred to as the Maintenance Company/Agency as the Company its sole discretion may deem fit. The Flat Allottee hereby agrees to execute Tripartite Maintenance Agreement (draft given in Annexure-III to this Agreement). This Agreement shall not be deemed to be executed till the draft Tripartite Maintenance Agreement is signed and returned with this Agreement. The Flat Allottee further undertakes to abide by the terms and conditions of the Tripartite Maintenance Agreement from time to time. The Company reserves the right to change, modify, amend, impose additional conditions in the Tripartite Maintenance Agreement at the time of its final execution.

- 14.1.(a) The company being an experienced builder, having qualified engineers and knowing the layout, specifications and other technical details regarding structural work of the building, layout of plumbing pipes, fittings, water mains, electric cables, telephone conduits, fire fighting arrangements, his association and his advice in maintenance of the building will be always needed and will be very upset. It is expressly agreed between the Company and the Allottee that the Company will always render advice and guidance in the General Maintenance of the building and whosoever is the Building Maintenance Body or set up shall have the company as a Maintenance Advisor permanently and it shall be unlawful to terminate the appointment. This is a condition of this sale transaction. The company shall be paid monthly a sum of Rs.1000/- per month per flat for acting as a 'Permanent Maintenance Adviser.' The remuneration shall increase in proportion to the increase in the Maintenance charges.

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#### **14.2 INTEREST FREE SECURITY FOR FACILITIES MANAGEMENT (IFSFM)**

In order to secure due performance of the Flat Allottee in paying promptly the maintenance bills and other charges as raised by the maintenance agency/company, the Flat Allottee agrees to deposit as per the schedule of payment given in Annexure-II and to always keep deposited with the Company/Maintenance Company an interest free maintenance security deposit calculated at the rate of Rs.35/- (Thirty Five) per square ft. of the super area of the said Flat. In case of failure of the Flat Allottee to pay the maintenance bills, other charges on or before the due date, the Flat Allottee in addition to permitting the Company.

#### **14.3 PAYMENT OF DEPOSITS & CHARGES FOR BULK SUPPLY OF ELECTRICAL ENERGY**

If the Company or the maintenance company/agency decides to apply for and thereafter receives permission from UPSEB or from any other body/Commission/Regulatory/Licensing Authority constituted by Government of U.P for such purpose, to receive and distribute bulk supply of electrical energy in the complex, then the Flat Allottee undertakes to pay on demand to the Company, proportionate share determined by the Company of all deposits and charges paid/payable by the Company or the maintenance agency/company to UPSEB/any other Body/Commission/Regulatory/Licensing Authority constituted by Government of U.P, failing which the same shall be treated as unpaid portion of the total price payable by the Allottee for the said Flat and the sale of the said Flat shall be withheld by the Company till full payment the received by the Company from the Flat Allottee.

##### **14.3(a) ELECTRIC CONNECTION CHARGES**

Individual electric connection charges, electric sub-station cost are not included in the cost of the flat. It is clear that the allottee will also have to compensate the company for the expenditure incurred on installation of Electrical Sub Station which would be installed for supplying electricity to the allottee and also proportionate value of the space utilized for such installation. The proportional amount as such shall be deposited allottee as and when demanded by the company.

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#### **14.4 FIXATION OF TOTAL MAINTAINANCE CHARGES**

The total maintenance charges as more elaborately described in the Tripartite Maintenance Agreement given in Annexure-III) will be fixed by the Maintenance Agency/Company taking into consideration inputs/overheads/charges in its sole discretion. Maintenance charges would be levied from the date of its occupation certificate and the Flat Allottee undertakes to pay the same promptly. The estimates/calculation monthly maintenance charges by the Maintenance Agency/Company shall be final and binding on the Allottee. The maintenance charges along with taxes, if any, shall be recovered on monthly intervals or as may be dealt by the maintenance agency/company. The Allottee agrees and undertakes to pay the maintenance bills before due date as intimated by the maintenance agency/company.

#### **14.5 PAYMENT FOR REPLACEMENT, UPGRADATION , ADDITION OF LIFT,DG SETS, ELECTRIC SUB STATION PUMPS, FIRE FITING EQUIPMENTS AND OTHER CAPITAL PLANTS/EQUIPMENTS**

That as and when any Plant and Machinery within the said Complex/said Building, as the case may be, included but not limited to lifts, DG sets, electric sub-stations, pumps, firefighting equipment, any other plant/equipments of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed between all the Flat Allottees in the said Building/said Complex on pro-rata basis (i.e., in proportion to the super area) the said Flat to the total super area of all the Flats in the said Building/said Complex, as the case may be Company or the maintenance company/agency shall have the sole authority to decide the necessity of replacement, up-gradation, additions etc. including its timings or cost thereof and the Flat Allottee agrees & abide by the same.

#### **14.6 RIGHT OF FLAT ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTAINANCE CHARGES**

The flat allottee hereby agrees to purchase the said flat on the specific understanding that his/her right to use of common areas and facilities within the said Building/said Complex as listed in Part A and Part B of Annexure-IV and right to exclusive use of covered/open parking space, if allotted, shall be subject to timely payment of total Maintenance Charges as billed by the Maintenance company/agency and performance by the Flat Allottee of all his/her obligations under this Agreement and the Tripartite Maintenance Agreement. If the maintenance charges are not paid by the Flat Allottee regularly and on or before its due date, then the Flat Allottee agrees that he/she shall have no right to use such common areas and facilities. But so long as the maintenance charges and all payments envisaged under these presents are regularly paid, on or before due date and covenants are observed, the Flat Allottee shall be entitled to use such common areas and facilities as listed in Part-A and Part-B of Annexure- IV and the exclusive use of parking space, if allotted.

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#### **14.7. RIGHT TO ENTER THE SAID FLAT FOR REPAIRS**

In addition to the Company's and the maintenance company's/agency's rights of unrestricted usage of all common areas and facilities as listed in Part-A and Part B of Annexure-IV and parking space for providing necessary maintenance services, the Flat Allottee agrees to permit the Company or the maintenance agency to enter into the said Flat or any part thereof, during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Flat or the defects in the Flat above or below the said Flat or any other defect whatsoever.

#### **14.8 INSURANCE OF FOR THE SAID BUILDING**

The structure of the said Building may be got insured against fire, earthquake, riots and civil commotion, militant acts by the Company or the maintenance company/agency on behalf of the Flat Allottees and the cost thereof shall be payable by Flat Allottee separately or as a part of total maintenance charges and the Flat Allottee hereby agrees to pay the same. The Flat Allottee shall not do or permit to be done by act or thing which may render void or avoidable insurance of any Flat or any part of the said Building or cause increased premium to be payable in respect thereof for when the Flat Allottee shall be solely responsible and liable.

#### **14.9 APPOINTMENT OF HOUSE TAX, GROUND RENT ETC.**

- (a) The allottee will be liable to compensate the company for his liability to pay property/house taxes, Ground Rent, Lease money, Vacant Land Tax, fire tax, education tax, scavenging tax, water charges or any other taxes, charges in advance every year, which may be levied on the property for the period of construction as well as thereafter. The said charges shall be borne by the allottee in proportion to the area of his space, irrespective of the fact that the allottee is not enjoying any benefit of his space since it has not been completed/occupied. The charge becomes payable from the date of registration to the company. The amount payable by the allottee will be apportioned to each space allottee by the company and the allottee will be required to pay the same immediately and the same shall be conclusive, final and binding upon the allottee. The company shall be competent to recover the same either from the movable property, available in the premises, the subject matter of the present agreement or from any of his other assets of the allottee. The company will not be responsible for any consequences arising therefrom and the company will be entitled

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to take any other suitable action including discontinuation of the services, i.e., water supply and electricity etc. In addition to this, recovery of such dues plus surcharges besides any losses or damages, which may become payable to company to other occupants of other space due to such payments shall be unprejudiced entitlement of the company. The company or their authorized representatives, firms or agencies as may be nominated or set up by the company will get manage the properties and recover all dues as payable by the allottee irrespective of the fact when space(s) is/are transferred to any co-operative society or Body Corporate or individuals singly or in associate other allottee. The allottee shall pay these charges immediately on receiving demand from the company confirmed and agreed by the allottee that the liability of these charges is of the allottee to the company they would not be concerned in any manner, whether the company has received demand from the authorities.

- (b) These charges shall be paid by the allottee in advance upto 31st March during the year of occupation thereafter yearly in advance by 30th April of every year from 01<sup>st</sup> April to 31<sup>st</sup> March irrespective of when notice is received or not from the Company.

**15. USE OF BASEMENT AND SERVICE AREAS**

The basement(s) and service areas, if any, as may be located within the said Building/said Complex, as may be shall be earmarked by the Company to house services including but not limited to Electric Sub-station Transformers, DG Sets, Underground water tanks, Pump rooms, Maintenance and Service rooms of Guards or Staff, Fire Fighting Pumps and equipments etc. and other uses as per Zoning Plans/Building. The Company may also, at its absolute discretion earmark areas (excluding space for reserved car parking of Flat Allottees) in the basement(s) for reserved/dedicated car parking for the staff of the Maintenance Company, its own staff or for individual allottees. The Flat Allottee shall not be permitted to use the Basement and areas in any manner whatsoever and the same shall be reserved for use by the Company or the maintenance company/agency and its employees for rendering maintenance services. The Flat Allottee shall keep Company indemnified and harmless against any breach/violation of the terms hereof.

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## **16. USE OF THE SAID FLAT**

The Flat Allottee shall not use the said Flat for any purpose other than residential or in a manner that make nuisance or annoyance to occupants of other Flats in the said Building/said Complex or for any Residential illegal or immoral purpose or to do or suffer anything to be done in or around the said Flat which tends to damage to any flooring or ceiling or services of any Flat over/below) adjacent to the said Flat or anywhere in said Complex or in any manner interfere with the use thereof or of Flats, passages, corridors or areas available for common use. The Flat Allottee hereby agrees that indemnify the Company against any penalise damages or loss due to misuse for which the Flat Allottee/occupant shall be solely responsible. If the Flat allottee permits to use the said Flat for any purpose other than residential, then the Company shall be right to treat this Agreement as cancelled and to resume the possession of the said Flat and the Flat Allottee agreed to this condition.

## **17. USE OF TERRACES**

The Company reserves the right to give on lease or hire or make further constructions on a part of the terraces above the top floor of any of the building in the said Complex for installation and operation of satellite dishes, communication towers, other communication equipment or to use/hire/lease the space for advertisement or any other purpose and the Flat Allottee agrees that he/she shall not object to the space make any claims on this account.

## **18. GENERAL COMPLIANCE WITH RESPECT TO THE SAID FLAT**

That the Flat Allottee shall, after the expiry of period as stipulated in Clause (10.2) be solely responsible to maintain the Flat at his/her own cost, in a good repair and condition and shall not do or suffer to be done anything in or to the said Building, or the said Flat or the staircases, lifts, common passages, corridors, circulation areas atrium or the compound which may be in violation of any laws or Rules of any Authority or change or alter or make additions to the said Flat and keep the said Flat, its walls and partitions, sewers, drains, pipes and appurtenance thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building or pertaining to the Building in which the said Flat is located is not in any way damaged or jeopardized. The Flat Allottee further undertakes, assures and guarantee' that he/she would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade of the Building or may be installed by the Flat Allottee at places earmarked or approved by the Company

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and nowhere else and the Flat Allottee shall ensure that there is no water leakage from them. The Flat Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of door and windows etc. or carry out any change in the exterior elevation or design. The Non-observance of the provisions of this clause shall entitle the Company or the maintenance agency to enter the Flat, if necessary and remove all non-conforming fittings, paints and fixtures at the cost and expense of the Flat Allottee. The Flat Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**19. COMPLIANCE OF LAWS, NOTIFICATION ETC BY FLAT ALLOTTEE**

The FLAT Allottee is entering into this Agreement for the allotment of a residential Flat with the full knowledge of all laws, rules, regulations, notifications, applicable to Complex in general and the said Flat in particular. That the Flat Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Flat the requirements, requisitions, demands and repairs which are required by any Development Authority/Municipal Authority/ Government or any other Competent Authority in respect of the said Flat/ Building at his/ her own cost and keep the Company indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

**20. ALTERATIONS OF UNSOLD UNITS**

The Company shall have right, without any approval of any Flat Allottee in the said Building to move any alternations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Flat(s) within the said Building and the Flat Allottee agrees not to raise objections or make any claims on this account.

**21. RIGHT OF THE COMPANY TO MAKE ADDITIONAL CONSTRUCTIONS**

The Flat Allottee agrees and authorizes the Company to make additions to or put up additional structures in/upon the said Building or Additional Flat Building(s) and/or structures anywhere in the said Complex/said Portion of Land as may be permitted by the competent authorities and such additional Flat Building(s)/structures shall be the sole property of the Company which the Company will be entitled to dispose off in any way it

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choose without any interference on the part of the Flat Allottee(s). The Flat Allottee agrees that the Company, at its cost, shall be entitled to connect the electric water, sanitary and drainage sources. The Flat Allottee further agrees and undertakes that he/she shall after taking possession of the said Flat or at any time thereafter subject to the Company constructing or continuing with the construction of the other building (s)/ blocks or adjacent to the said Building or inside the said Complex/said Portion of Land or claim any compensation withhold the payment of maintenance and other charges as and when demanded by the Company with the ground that the infrastructure required for the said Complex is not yet complete. Any violation of this \*\*\*\*\* shall entitle the Company to seek remedies provided under this Agreement in cases of breach, non-payment defaults etc.

21(a) **CO-OPERATIVE SOCIETY OR LIMITED COMPANY**

At an appropriate time (of which the company shall be the Judge) the company shall Promote a Land Company/Co-operative Society or some other Body Corporate of the allottee as it may deem fit, to take from the Company the ownership rights in the land and structure thereon and to take responsibility for preservation and maintenance of the building and for the operation therein of common services. The company shall be entitled to become a member of the Body so formed. The company may transfer and/or assign company or other Body Corporate to be so organized its lease hold rights in the said plot and the building remaining with it after sale of the flats to all the allottee.

The allottee hereby agrees and undertakes to be member of Limited Company Co-operative Society or Body Corporate to be so formed and also from time to time sign and execute their Memorandum, Article Laws, Rules, Regulations and other applications and Papers necessary and to fill in sign and return within (ten) days of the same being forwarded by the Company to the Allottee. No objection shall be taken by the allottee, if changes or modifications remade in the draft Memorandum, Articles, Bye-Laws as may be required the Registrar of Companies Co-operative of this Corporate Body, as intimated by the company, the company shall have the legal right to cancel allotment of the flat and claim all benefits enjoyed by the allottee charge, cancellation charges and refund his money.

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21(b) **RIGHTS OF THE COPORATE BODY**

Subject to the provisions of Clause (29) hereof upon the TRANSFER OF THE PROPERTY TO THE Society/Limited Company or incorporated Body, this Agreement shall in all respects take effect as if it were an agreed entered into by the allottee with such Society or limited Company or Incorporated Body and the said Agreement (unless repugnant to the context or meaning thereof) shall the henceforward be construed in all respect such Society or limited Company or Incorporated Body had been named therein as the company.

22. **COMPANIES RIGHT TO RAISE FINANCE**

The Flat Allottee hereby authorizes and permits the Company to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables or in any other mode or manner by Charge mortgage of the said Fiat/said Building/said Complex/said Land/said Portion of the Land subject to condition that the said Flat shall be free from all encumbrances at the time of execution of conveyance deed Company/ Financial Institution/Bank shall always have the first charge on the said Flat for all their dues and sums payable by the Flat Allottee or in respect of any loan granted to the Company for the purpose construction of the said Building/said Complex.

23. **THIS AGREEMENT SUBORDINATE TO MORTGAGE BY THE COMPANY**

The Flat Allottee agrees that no lien or encumbrance shall arise against the said Flat as a result of this Agreement or any money deposited hereunder by the Flat Allottee. In furtherance and not in limitation of the provisions of the preceding sentence the Flat Allottee agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Flat or excuse the Flat Allottee from completing the payment of the price of the said Flat or performing all the Flat Allottee's other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the conveyance deed the said Flat shall be free and clear of all encumbrances, lien and charges whatsoever.

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24. **COMPANIES CHARGE ON THE SAID FLAT**

The Flat Allottee agrees that the Company shall have the first charge/lien on the said Flat for the recovery of all its dues payable by the Flat Allottee under this Agreement and such other payments as may be demanded by the Company from time to time. Further the Flat Allottee agrees that in the event of his/her failure to pay such dues as afore-stated, the Company will be entitled to enforce the charge/lien by selling the said Flat to recover and receive the outstanding dues out of the sale-proceeds thereof.

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

The Flat Allottee may obtain finance from any financial institution/bank or any other source but the Flat Allottees' obligation to purchase the said Flat pursuant to this Agreement shall not be contingent on the Flat Allottee's ability or competency to obtain such financing and the Flat Allottee will remain bound under this Agreement whether or not he/she has been able to obtain financing for the purchase of the said Flat.

- 25 (a) We have no objection if buyer makes arrangement for any loan/financial assistance for the purchase of the flat agreed hereby or to note the lien of the Bank/financial Institution in our records agreeing to provide the said loan/financial assistance on assignment of this agreement or any rights hereto. We further agree to make any refund of the sum due to the buyer for credit into the A/c of the buyer with the said Bank/Financial Institution.

26. **APARTMENT OWNERSHIP LAW/U.P. APARTMENT(PROMOTION OF CONSTRUCTIONS OWNERSHIP AND MAINTENANCE) ACT 2010,**

The Company and the Flat allottee do hereby confirm and agree to abide the laws and provision made under the U P Apartment Act, 2010 and other relevant Act applicable to Apartment ownership. The Flat Allottee has confirmed and assured the Company prior to entering into the Agreement that he/ she has read and understood the relevant Apartment ownership laws and its implications thereof in relation to the various provisions of this Agreement and the flat Allottee has further confirmed that he/she is in full agreement with the provisions of this Agreement in relation to such laws and shall comply, as and when applicable and from time to time, with the provisions of such laws or any statutory

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amendments or modifications thereof or the provisions of any Other law(s) dealing with the matter. The said Flat and the building in which it is located shall be subjected to relevant laws or any statutory enactments or modifications thereof. The common areas and facilities and undivided interest of each Flat 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 such laws Flat Allottee agrees and confirms that right, title and interest in the said Flat/said Building shall be limited to and governed by what is specified by the Company in the said declaration, which will be in consonance with this Agreement.

27. **ASSOCIATION OF FLAT OWNERS/RWA**

The flat allottee agree to form an Resident Welfare Association along-with other allottee as soon as manage the total owners/allottees incline to form such RWA. The Flat allottee further undertake, as a member proposed RWA, to take care the responsibility to supervise/inspect/and advise the Maintenance Company the Company appointed Maintenances Agency/Associated Company/independent Company, to pro effective services in all respect for the smooth residence of all the flat owners in the block/tower of the flat. The flat allottee also confirm that they shall, as a member of RWA, advise the maintenance agency for the same and uninterrupted services to the residence of the Tower / block of this group housing complex of the Company but shall not disturb the working or make hassle for smooth services of the Management committee/agency and shall pay the regular agreed charges for providing services to the Management committee / Agency

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27(a) **NAME OF THE BUILDING**

That at present the building in which, the premises is situated is known as ‘**LAUREL NEXT APARTMENTS**’. The allottee shall be bound to get himself addressed in the present name. The company may take any steps to apply to follow upto change any other name and the said building would be known with the new name and the allottee shall be bound to get himself addressed at the new name and shall not be entitled to take any objection in any circumstance for changing the name of the building or otherwise or represent to any authority or to make any objection for changing the name of the said building to the new name.

28. **BINDING EFFECT**

Forwarding this Agreement to the Flat Allottee by the Company does not create a binding obligation on the Company or the Flat Allottee until firstly, the Flat Allottee signs and delivers this Agreement with all Annexures along-with the payments due as stipulated in the Schedule of Payments in Annexure-II within Ten (10) days from the date of dispatch by the Company and secondly a copy of this Agreement executed by the Company through its authorized signatory is delivered to the Flat Allottee within thirty (30) days from the receipt of this Agreement by the Company from the Flat Allottee. If the Flat Allottee(s) fails to execute and return to the Company this Agreement within 10 (ten) days from the date of its dispatch by the Company, the application of the Flat Allottee shall be treated as withdrawn and his/her earnest money paid by the Flat Allottee stand forfeited. If the counter part of this Agreement is not executed by the Company and dispatched to the Flat Allottee within thirty (30) days from the date of its receipt from the Flat Allottee, then the amount received shall returned to the Flat Allottee without any interest or compensation whatsoever. Upon such refund being neither party shall have any further rights, obligations or liabilities against the other.

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29. **AGREEMENT NOT ASSIGNABLE**

This Agreement or any interest of Flat Allottee in this Agreement shall not be assigned by the Flat Allottee with the prior written consent of the Company which consent may be given by the Company in its sole discretion to applicable laws and notifications or any government directions as may be in force and further subject to the terms, conditions and charges as the Company may impose. The Flat Allottee shall be solely responsible and liable for all legal monetary or any other consequences that may arise from such assignments and the Company shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Flat Allottee in violation of this Agreement shall be a default on the part of Flat Allottee entitling the Company to cancel this Agreement and to avail of remedies as set forth in clause (12) of this Agreement. It is also made clear to the Flat Allottee that at present under executive instructions of the competent authority any nomination/transfer assignment of allotted Flat by the Flat Allottee is not permitted.

29(a) **TRANSFER**

The allottee may sell or assign his rights in the flat to any individual, but only after obtaining prior approval in writing of the company (and if the proposed Limited Company, Co-operative Society or other body corporate has been formed of such body) as also of the Ghaziabad Development Authority(GDA). The transfer shall pay to the company/the said bodies and the GDA such transfer charges as may be prescribed by them from time to time.

Provided that the Allottee shall not let, sub-let, transfer, convey, mortgage, charge or in any way encumber or deal with or dispose of his flat nor assign, let, underlet or part with his interest under or the benefit of this Agreement or any part thereof till all its dues of whatsoever nature owing to the company or payable hereunder are fully paid up and only if the allottee not been guilty of breach of or non-compliance with any of the terms and conditions of this Agreement and until he obtains previous consent in writing of the Company.

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30. **ENTIRE AGREEMENT**

This Agreement along with its Annexures and the terms and conditions contained in the application constitutes the entire Agreement between the parties with respect to the subject matter hereof and supercedes any and all understandings, any other Agreements, correspondences, arrangements whether written or oral, if any between the parties. The terms and conditions of the application shall continue to prevail and be binding on the Flat Allottee save and except in case where the terms and conditions of the application are at variance with the terms and conditions of this Agreement in which cases the terms and conditions of this Agreement shall prevail and shall supercede those terms and conditions contained in the application. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any change or additional provisions must be set forth in writing in a separate Agreement duly signed by and between the parties.

31. **RIGHT TO AMEND ANNEXURES**

The draft Tripartite Maintenance Agreement (Annexure-III) is attached to this Agreement to acquaint the Flat Allottee with some of the terms and conditions as may be stipulated in this document as and when it is finally executed at the appropriate time as notified by the Company. The Flat Allottee hereby confirms that he/she consents to the terms and conditions contained in this draft which shall substantially be the same in the final document to be executed at the appropriate time as notified by the Company. The Flat Allottee further agrees that the Company shall have the right to impose additional terms and conditions or to modify/amend/change the terms and conditions as stated in this draft in the final document to be executed at the appropriate time. The Company further reserves the right to correct, modify, amend or change all the Annexures attached to this Agreement and also Annexures which are indicative and tentative at any time prior to conveyancing of the said Flat, as deemed necessary by the Company at its sole discretion.

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32. **AGREEMENT SPECIFIC ONLY TO THIS FLAT/PROJECT**

It is clearly understood and agreed by the Fiat Allottee that the provisions of this Agreement, Draft The Maintenance Agreement and those contained in other Annexures are specific and applicable to Flats of sale in “**LAUREL NEXT APARTMENTS**” only (the said Complex) and these provisions cannot be evidence or interpreted in any manner in or for the purpose of any suit or proceedings before any Court(s Commission, Consumer Disputes Redressal Forum(s) or any other judicial forum involving any other Building(s)/Project(s) of the company/its associates/subsidiaries, partnership firms in which the company partner or is interested.

33. **PROVISIONS FOR THIS AGREEMENT APPLICABLE ON OCCUPIERS/SUBSEQUENT PURCHASERS**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained and the obligation arising hereunder in respect of the said Flat, said Building/said Complex shall equally applicable to and enforceable against any and all occupiers, tenants, licencees and/or subsequent purchasers, assignees of the said Flat as the said obligations go along with the said Flat for all intents and purposes.

34. **WAIVERS NOT A LIMITATION TO ENFORCE**

Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provisions.

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35. **METHOD OF CALCULATION OF PRO-PORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Flat Allottee has to make any payment in common or other Flat Allottee in the same building, the same shall be the proportion which the super area of the said bears to the total super area of all the Flats in the said Building. Wherever in this Agreement it is stipulated that the Flat Allottee has to make any payment in common with the Flat Allottee of all the buildings to be constructed the said Land or portion of the said Land, the same shall be in proportion which the super areas of the said bears to the total super area of all the Flats in all the residential buildings to be constructed on the said Portion of the said Land.

36. **FORCE MAJEURE**

The Company shall not be held responsible or liable for not performing any of its obligations or undertake provided for in this Agreement if such performance is prevented, delayed or hindered by an act of God, fire explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of above Court Case/decreed/ stay or any other cause(s) (whether similar or dissimilar to the foregoing) not with reasonable control of the Company.

37. **INDEMNIFICATION**

The Flat Allottee hereby covenants with the Company to pay from time to time and at all time the amounts the Flat Allottee is liable to pay under this Agreement and to observe and perform all the covenant conditions contained in this Agreement and to keep the company and its agents and representatives, Estate effects, indemnified and harmless against any loss or damages that the company may suffer as a result of payment, non-observations or non-performance of the covenants and conditions stipulated in this Agreement.

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37 (a) We undertake to comply with all the laws/provisions/rules/regulations of the Central/State government concerned Development authority/local statutory or autonomous bodies in respect of the construction of the flat, building (housing the flat) and the relevant area (where the building is being constructed) and agree to keep the buyer indemnified for any cost expenses/charges/losses incurred/suffered or likely to be incurred/suffered by the buyer in the event of our failure to comply with any Such laws/provisions/rules/ regulations.

38. **FURTHER ASSURANCES**

The Flat Allottee and the persons to whom the said Flat or part thereof is let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Company such instruments and take such other actions in addition to the instruments and action specifically provided for herein as the Company may reasonably request in order to effectuate the provisions of the Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

39. **COPIES OF THE AGREEMENT**

Two copies of this Agreement shall be executed and the Company shall retain one executed copy of the Agreement and send the second executed copy to the Flat Allottee for his/ her reference and record.

40. **PLACE OF EXECUTION**

The execution of this Agreement will be complete only upon its execution by the Company through its Authorized Signatory at the Company office at Delhi after the copies duly executed by the Flat Allottee are received by the Company. Hence this Agreement shall be deemed to have been executed at Delhi even if the Flat Allottee has prior thereto executed this Agreement at any place(s) other than Delhi.

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41. **NOTICES**

That all notices to be served on the Flat Allottee and the Company as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Allottee or the Company by Registered Post at their respective addresses specified below:

DHANVERSHA BUILDERS PVT. LTD. a company registered under the Companies Act, 1956 having its office at 4/1733, Bholanath Nagar, Shahadra, Delhi

It shall be the duty of the Flat Allottee to inform the Company of any change subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Flat Allottee.

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42. **JOINT PURCHASERS**

That in case there are Joint Flat Allottee all communications shall be sent by the Company to the Flat Allottee whose name appears first and at the address given by him/her which shall for all purposes be considered as served on all the Flat Allottees.

43. **CERTAIN REFERENCES**

Any references in this Agreement to any one gender, masculine feminine or neuter includes the other the singular includes the plural and vice versa, unless the context otherwise requires. The terms "hereto, hereunder, hereof or Thereof or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used unless the context otherwise requires otherwise stated all references herein to clauses, sections or other provisions are references to clauses or other provisions of this Agreement.

44. **UNFORESEEN AND ADDITIONAL CHARGES AND ARBITRATION CLAUSE**

It is agreed between the parties that the Company shall also be entitled to claim further amount unforeseen charges payable by the flat owner shall be settled by him by mutual discussion with the Company, case of any dispute the company may opt for Arbitration and M/s. .... shall permanent Arbitrators and the Allottee shall have no objection to it. The decision of the Arbitrators shall be and binding upon the Allottee.

45. **JURISDICTION**

The right & obligations of the parties under or arising out of this Agreement shall be constructed and enforce with accordance with the laws of India. Regardless of the fact that the subject flat/property is situated in Uttar Pradesh within the territorial jurisdiction of the Hon'ble High Court at Allahabad, the High Court of Delhi at New Delhi the Courts subordinate to it shall have jurisdiction to entertain any dispute if arise Out of above

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agreement. However, it is agreed by both the parties that in the case of any dispute or claim arising out of or in connection or relating to the Demised Premises/flat, the Parties shall attempt to first resolve such dispute or claim for discussions among themselves failing which it shall be settled by an Arbitrator(s) in accordance of Arbitration & Conciliation Act, 1996 or any statutory modification/amendment thereof. The arbitration proceedings shall be conducted in the English language and the place of arbitration shall be at New Delhi. Arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby accordingly.

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