

AGREEMENT

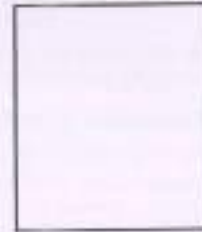


MAGUS CONSORTIUM ORCHID AVENUE PVT. LTD.
(An ISO 9001-2008 Company)

VEDANTAM MINARET ALLOTMENT LETTER

To, _____

Dated : _____



Dear Sir/Madam

This is reference to your application no. _____ Dated _____ with M/s Magnus Consortium Orchid Avenue Pvt. Ltd. having its corporate office 803, 9th Floor, KM Trade Tower, (Radisson Blu hotel), H-3 Sec-14, Kaushambi, Ghaziabad-201010 (hereinafter) referred to as the company for allotment of a residential apartment in GH-01, Abhay Khand IV Indrapuram, Ghaziabad-201010

We are pleased to inform you that we have allotted you an Apartment in "Vedantam Minaret" project situated at GH-01, Abhay Khand IV, Indrapuram, Ghaziabad-201010 as per details below.

This allotment is subject to the terms and conditions detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sales document.

APARTMENT DETAILS

Type _____ Apartment No. _____ Floor _____ Unit No. _____
Super Area: _____ Sq.ft. situated in "Vedantam Minaret" on plot no. GH-01 Abhay Khand IV, Indrapuram, Ghaziabad.

(Hereinafter referred to as "The Apartment")

BASIC PRICE

Rs. _____

(Rupees _____)

OTHER CHARGES

Rs. _____

(Rupees _____)

PAYMENT PLAN

Booking Amount: _____ Rs. _____

Paid Receipt No.: _____ Dated: _____

(The Allotment Letter is subject to realization of the booking amount cheque / draft)

Company

Allottee(s)

TO BE PAID AT THE TIME OF POSSESSION:

A. Area x Rs. _____ per sq. ft.: Rs: _____

B. Any Other Tax (If Applicable)

Possession of the Apartment will be given within 30 months from the date of Bhoomi Poojan / Sanction of Plan / clearance from Authority whichever is later subject to the receipt of entire Basic Price, extra charges, registration charges and any other charges as may be intimated by the Company.

Further, the possession of the Apartment will be given after the execution of the Sale Deed in favor of the Allottee(s).

Note:

- Extra charges, which are over and above the basic price as mentioned in various clauses of this Allotment Letter shall become payable within 30 days from the date of demand.
- The installment call notice given by the Company shall be to the effect that installment has become due as stated above shall be final & binding. It is also made clear that timely payment of all installments is essence of this allotment.

vedantam
MINARET
Life at its best

Company

Allottee(s)

Terms & Conditions

WHEREAS

A The Company has acquired plot no GH-01, measuring 2559.53 sq. mt. situated at Abhat Khand-IV Indrapuram Ghaziabad from Ghaziabad Development Authority on free hold basis vide sale deed dt 23/03/2012 which has been duly registered with the office of sub-registrar, GZB and is in actual physical possession of the said plot from G.D.A.

B As such the company has acquired absolute rights, title and interest to develop the said plot by constructing thereon the residential building named as "VEDANTAM MINARET" and to allot, sell, lease and transfer the saleable area/ units/ apartments available on development and enter into suitable arrangements with the prospective buyer (s) for this purpose.

C The Allottee(s), vide application dated..... applied to the First Party for registration / allotment of an apartment in the Project, whereupon the Allottee(s) has been allotted an Apartment bearing No..... consisting of super area..... sq. ft. Situated on theth Floor of the Project (herein 'Said Apartment') on the terms and conditions, as contained in this Agreement.

D The Allottee(s) has been provided by the First Party with all the relevant information, documents, working building plans and such other credentials with respect to its rights, title and interest and its competency, facilities and basic infrastructure to be provided in the Project being proposed to be developed on the Said Plot. The Allottee(s) has confirmed that he/she/they have examined the said documents, working building plans etc., and are fully satisfied in all respects with regard to the rights, title and interest of the First Party in the Said Plot and has also understood all limitations and obligations of the Company (hereafter also called "Developer") in relation thereto. The Allottee(s) herein thus has relied solely on his/her/its/their own judgment and investigation while deciding to execute this Agreement. There will be no more investigation or objection by the Allottee(s) in this respect heretoafter. No other oral or written representation or statement made in any manner shall be considered to be part of this Agreement.

E The Allottee(s) has confirmed to the Developer that he/she/they is/are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Said Plot and the Project, and he/she/they have clearly understood the rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement.

F The super area mentioned in this Agreement is tentative and is subject to change till the construction of Project / Said Apartment is complete in all respects. The consideration and other charges, calculated herein, are on the basis of tentative super area. The said super area may be increased or decreased on completion of the Project / Said Apartment, and as such, these amounts may be proportionately changed keeping in view of the increase or decrease in super area of the Said Apartment. However, the confirmed super area and the consideration / other charges shall be incorporated in the Transfer Deed / Apartment Deed, which would be executed as per terms of this Agreement.

G As per building plans, it is envisaged that apartments on all floor shall be sold as an independent unit with impartible and undivided share in the land area underneath the block and the passages, stairs and corridors, overhead and underground water tanks and other common facilities, if any, for the apartments to be used and maintained jointly by all allottees in the manner herein after mentioned. The Allottee(s) shall not be permitted to carry out any construction on the terrace/terraces of the Said Building, defined hereinafter. The Developer shall alone have the absolute rights to carry out construction of future apartments without any objection whatsoever from the allottees and as such for all times the terrace rights shall exclusively belong to the Developer alone.

Company

Allottee(s)

B. The Developer, relying on the declarations, undertakings, confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, has, in good faith, agreed to allot the Said Apartment to the Allottee(s) on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER:

ARTICLE 1

DEFINITIONS

As used herein, the following expressions shall have, unless the context otherwise demands, the following meanings:

1.1 "Agreement" shall mean this Agreement, along with all annexure hereto, as amended from time to time in accordance with the provisions hereof, and other documents executed and delivered pursuant thereto.

1.2 "Applicable Laws" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof, as applicable in the State of Uttar Pradesh, which inter-alia includes the provisions contained in The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, Uttar Pradesh The Uttar Pradesh Urban Planning and Development Act, 1973, Uttar Pradesh Electricity Grid Code, 2007, U.P. Building Bye-Laws etc. or any other Act, which may be promulgated or brought into force and effect hereinafter including Notifications, Ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Uttar Pradesh, as may be notified during the subsistence of this Agreement, as applicable to the Project.

1.3 "Allottee(s)" shall mean the person(s) named and referred to in the preamble and who has been allotted the Said Apartment and who has signed this Agreement in acceptance thereof.

1.4 "Common Areas and Facilities" means and includes:

- (i) The land on which the Said Building is located and all easements, rights and appurtenances belonging to the Said Plot and the Said Building;
- (ii) The foundations, columns, girders, beams, supports, main walls, roofs, halls, common corridors, passages, lobbies, stairs, stair-way, and entrances and exits of the Said Building;
- (iii) The parks, gardens and swimming pool in the Project;
- (iv) Installations of common services such as power, light and sewerage;
- (v) The elevators, tanks, pumps, motors, expressers, pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors;
- (vi) Circulation area, service areas including but not limited to, machine room, overhead water tanks, stores etc., architectural features, if provided and security control rooms;
- (vii) All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas and facilities and shall be reserved for use of certain apartment or apartments to the exclusion of other apartments as well as independent areas which may be sold by promoter without the interference of other apartment owner(s).

Company

Allottee(s)

1.5 "Company" shall have the meaning as described in the Preamble, and also referred to as Developer in this Agreement.

1.6 "Consideration" means the total price payable for the Said Apartment which includes the basic sale price, along with the other charges, which includes the following and as mentioned in the Payment Plan:

(a) Preferential Location Charges (PLC), if the Said Apartment is preferentially located;
Total Price does not include other charges, security amount etc., payable as per the terms of this Agreement including but not limited to:

(i) IFMS

(ii) Stamp duty, registration fee and incidental charges thereto.

(iii) Maintenance Charges

(iv) Charges for deal prepaid electric meter which include security + Meter cost + Panels /cables from sub-station to Feeder Pillar + MC's and cable to the respective apartment and connection charges thereof.

(v) Power back-up charges per K.V.A and connection charges thereof.

(vi) Water meter and its connection charges.

(vii) Club Membership fee.

(viii) And any other charges/ taxes/ cess/levies/ service tax etc., that may be payable by Allottee(s) as per this Agreement and as demanded by the Company.

1.7 "Booking Amount" means 15% of the Basic Sale Price of the Said Apartment.

1.8 "Force Majeure" means not - availability of steel and/or cement or other building materials, or water supply or electric power or slow down, strike or dispute with the construction agency employed by the Developer, lock - out or civil commotion, war or enemy action or terrorist action or earthquake or any act of God or any Act, Notice, Order, Rule or Notification of the Government and/or any other Public or Competent Authority or delay in grant of completion/occupation certificate by any Competent Authority or refusal, delays, withholdings or denial of grant of necessary approvals for the Said Apartment/Said Building/Project/Said Plot for any amenities, facilities intended to be created therein or if any matters, issues relating to such approvals, permissions, notice, notifications by the Competent Authority become subject matter of any suit/writ before a competent court or for any other reason beyond the control of the Developer, except financial constraint, shall always be considered as Force Majeure. The Developer shall not be held responsible or liable for not performing any of its obligations as provided in this Agreement, if such performance is prevented, delayed or hindered by reasons of force majeure.

1.9 "Independent area" means and includes the commercial areas, or the areas, which have been declared but not included as common areas, for joint use of apartments and may be sold by the Company, with or without constructions, wholly or in part(s), without the interference of other apartment owners.

1.10 "Limited common areas and facilities" means those common areas and facilities within the Project earmarked/ reserved including open / Basement car parking spaces, storages etc. for use of certain apartment or apartments to the exclusion of the other apartments.

1.11 "Preferential Location Charges (PLC)" means the charges for preferential location of the Said Apartment chargeable on the basis of the Super Area

1.12 "Project" means the group housing multi-storied residential complex known as "VEDANTAM MINARET ", to be constructed on the Said Plot.

1.13 "Said Apartment" means the specific apartment allotted to the Allottee(s) including any alternative apartment allotted in lieu thereof for independent use for residential purposes, and the open/ Basement car parking space falling under limited common areas, if permitted, for use of the Said Apartment.

Company

Allottee(s)

1.14 "Super Area" shall mean and include the entire covered built-up area of the Said Apartment inclusive of the area under periphery walls, area under columns & walls, cupboards, plumbing shafts, projections, pergolas, lofts, balconies and terraces within the Said Apartment and half the area of common walls with adjoining apartments, plus proportionate share of an area utilized for Common Areas and Facilities, overhead and underground water tanks, guard room(s), mummy, pump room, electrical substation, lifts at all levels etc. in the Said Building.

1.15 "Said Building" means the tower building in the Project in which the Said Apartment is located.

1.16 "Said Plot" means the land admeasuring approximately 2559.53sq. meters in Abhay Khand Indrapuram Ghaziabad, U.P.

1.17 "Taxes" means any and all taxes paid or payable by Company and/or its contractors by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, cess, levies and education cess and any other taxes by whatever name called in connection with the development/construction of the Said Apartment / Said Building/ Project, which are levied now or which may be imposed in future.

1.18 "Transfer Deed" means and include a Deed of Apartment whereby the Said Apartment is transferred in favor of the Allottee(s).

ARTICLE 2 ALLOTMENT OF APARTMENT

2.1 In accordance with the terms and conditions set out in this Agreement, mutually agreed to by and between the Parties hereto, the Developer hereby agrees to allot and thereafter to transfer the Said Apartment in the Project to the Allottee(s), subject to construction of the Said Apartment and the Allottee(s) pays the entire consideration and other charges as per this Agreement, and also fulfills the obligations, conditions and stipulations, in entirety, as contained hereinafter.

2.2 The Allottee(s) shall also have undivided and impartial proportionate interest in the Common Areas and Facilities in the Said Building / Project proportionate share/interest in the land area underneath the building/ tower on the basis of apartment area under construction or to be constructed in future in case of increase in FAR along with all easement rights attached thereto.

2.3 The tentative specifications, as shown in "Annexure A", are proposed to be provided in the Said Apartment.

ARTICLE 3 CONSIDERATION

3.1 Consideration:

(i) In pursuance of the allotment of the Said Apartment to the Allottee(s), the Allottee(s) shall pay to the Developer a total consideration of Rs. towards the basic sale price.
Inclusive of Development Charges, External Electrification Charges (EEC), and FFC for the allotment of Said Apartment, as per Payment Plan opted by the Allottee(s) and also mentioned in allotment letter with details as under:

Total Basic Sale Price

: Rs.

- IFMS
- Club Membership Charges + applicable Taxes
- Power Back-up Charges @ Rs./- per KVA
- Applicable Electrical pre-paid Meter system, Gas pipeline only for kitchen & Water Connection Charges, Advance Maintenance Charges.

Company

Allottee(s)

Applicable Service Tax is to be paid at every stage of Payment

(ii) The Allottee(s) shall also be liable to pay apart from basic sale price, as mentioned in (i) above, other charges as envisaged in this agreement.

(iii) The Developer has calculated the total price payable by the Allottee(s) for the Said Apartment on the basis of the super area together with the cost of providing the common facilities in the Project. The super area given in the application is tentative and the same shall be determined at the time of completion of the Project / handing over possession of the Said Apartment.

(iv) Service tax, as may be applicable, from time to time, shall be payable by the Allottee(s) in addition to the basic price and other charges etc., along with every installment.

3.2 Booking Amount

(i) It is specifically agreed between the Parties and so understood that 15% of the basic sale price, as aforesaid, shall always be treated as booking amount. The booking amount shall be liable to be forfeited in the event of cancellation of allotment on account of withdrawal/default/breach of the terms and conditions contained herein.

(ii) The Allottee(s) hereby authorizes the Developer to forfeit, out of the amounts paid/payable by it, the booking amount, as mentioned herein, in the event of cancellation of allotment on account of failure of the Allottee(s) to perform its obligations or fulfill the terms and conditions stipulated herein. In such situation, the Developer will refund the amount, if any, over and above earnest money, only when the cancelled unit is re-allotted/ transferred to any person.

3.3. Payments:

(i) The Allottee(s) agrees to pay the basic sale price of the Said Apartment and other charges, as stipulated in this agreement.

(ii) The Allottee(s) shall make all payments from time to time through A/C payee Cheque(s)/Demand Draft (s) in favor of the Developer payable at Ghaziabad. The Developer shall be entitled to adjust the amounts paid by the Allottee(s) first towards the interest due, service tax dues, if any.

(iii) In case the Allottee(s) wants to avail of a loan facility from his employer or financial institution(s) to pay the consideration of the Said Apartment allotted herein, the Developer shall facilitate the process subject to (a) the terms of the financial institution(s) shall exclusively be binding and applicable upon the Allottee(s) only, (b) the responsibility of getting the loan sanctioned and disbursed as per the payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Developer, as per Payment Plan, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by time provision contained in clause 3.5 below, (c) In case of default in repayment of dues of the financial institution(s) by the Allottee(s), the Allottee(s) authorizes the Developer to cancel the allotment of the Said Apartment and refund the amount received till that date after deduction of booking amount, directly to financial institution(s) on receipt of such request from financial institution(s) without any reference to the Allottee(s).

(d) Any unpaid amount, payable by the Allottee(s) on account of basic sale price, interest accrued and the other charges, shall always be treated as first charge of the Developer on the Said Apartment notwithstanding the claim of the financial institution(s). (e) Any such loan shall always be deemed to be subject to the terms and conditions of this Agreement, which shall prevail upon the conditions of the financial institution(s) for sanction of the same.

Company

Allottee(s)

3.4. Time is Essence:

The payment on or before due date of basic sale price and other charges payable by the Allottee(s) as per the payment plan opted by the Allottee(s) or as demanded by the Developer, from time to time, is the essence of this Agreement.

3.5. Failure/Delay in Payment:

In case, the Allottee(s) fails to make the payment(s), as aforesaid, the Allottee(s) shall be liable to pay interest thereon @ 24% per annum from the due date of the installment till the date of actual payment. However, in case the Allottee(s) fails to make the payment with interest as aforesaid within a period of two months from the said due date, the Developer shall have the right to cancel the allotment and forfeit the booking amount and the Allottee(s) shall be left with no right in the Said Apartment. In such a case, the booking amount deposited shall stand forfeited and the balance amount paid, if any, will be refunded to the Allottee(s), without any interest and such refund shall be made only once the Said Apartment is re-allotted to any other person(s) and out of the consideration received therefrom. However, in exceptional and genuine circumstances, the Developer may, at its sole discretion, condone the delay in payment of installments and other charges by charging interest, -as stipulated herein with restoration charges as fixed by Company time to time, and restore the allotment of the Said Apartment, in case the same has not been re-allotted to some one else, whereupon an alternate apartment, if available, may be offered in lieu of the same.

3.6. Preferential Location:

The Allottee(s) hereby agrees to pay additionally the Preferential Location Charges, (PLC) in a manner and within the time as stated in the payment plan. However, the Allottee(s) has specifically agreed that if due to any change in the building plans, the Said Apartment ceases to be in a preferential location, the Developer shall be liable to refund only the amount of preferential location charges paid by the Allottee(s), without any interest or compensation, and such refund shall be adjusted in the last installment as stated in the Payment Plan. If due to any change in the building plans, the Said Apartment becomes preferentially located, then the Allottee(s) shall be liable and agrees to pay additional preferential location charge as may be demanded by the Developer.

ARTICLE 4 POSSESSION

4.1 Handing Over Possession Of The Said Apartment:

(i) The Developer shall endeavor to handover possession of the Said Apartment, upon completion of the construction of the same, within a period of 30 months reckoned from the date of Bhoomi puja. The Developer shall offer in writing, to the Allottee(s) to take over possession of the Said Apartment in terms of this Agreement and within thirty (30) days from the date of issue of such offer, the Developer will hand over possession of the Said Apartment, provided that the Allottee(s) has paid, (i) full and final payments in respect of the Said Apartment, (ii) all charges as envisaged in this Agreement, (iii) Maintenance Security, (iv) Maintenance Charges, (v) Stamp Duty, Registration Fee and legal expenses incidental thereto. It is, however, understood between the Parties that the possession of apartments comprised in the Project shall be ready and complete in phases and after the completion of the particular apartment / block, the possession of the same shall be offered to an Allottee(s). In case dues are not cleared within stipulated period and possession not taken over, the date of offer of possession will be taken as deemed date of possession and Maintenance charges and other charges will also payable from the said date with all over dues.

Company

Allottee(s)

(ii) The time frame for possession provided hereinabove is tentative and shall be subject to force majeure circumstances beyond the control of the Developer and timely and prompt payment of all installments and completion of formalities required. The company shall be entitled to six months additional period in the event there is a delay in handing over possession. However, in case of delay beyond a period of six (6) months and such delay is attributable to the Developer, the Developer may be liable to pay compensation @ Rs. 5/- per sq. ft. per month of the Super Area of the Said Apartment for the period of further delay provided the allottee(s) has/have paid all payments in stipulated time as per their opted payment after adjustment of interest, if any due. It is, however, agreed that such compensation will only be payable till such time the Developer offers, in writing, to handover possession of the Said Apartment, as stated in (i) above.

(iii) The Allottee(s) agrees that, if as a result of any legislation, order, rule or regulation made or issued by the Central / State Government or any other authority or if Competent Authorities cancels the approvals for constructions or if for any matters, issues relating to such approvals, permissions, notice, notifications by the Competent Authority become subject matter of any litigation or due to any force majeure conditions, the Developer after allotment, is unable to deliver possession of the Said Apartment to the Allottee(s), the Allottee(s) agrees that the Developer if it decides in its sole discretion to refund then it shall be liable only to refund the amount received from him/her/them without any interest or compensation whatsoever.

(iv) The Allottee(s) before taking possession of the Said Apartment shall completely satisfy himself regarding the construction, Super area, facilities and amenities in respect thereof and hereby agree not to raise any dispute on such account thereafter either individually and/ or by joining as member(s) in the society/association or otherwise, in any capacity. The Allottee(s) after taking possession of the Said Apartment, shall make no claim against the Developer in respect of Super area/ any item of work in the Said Apartment, which may be said not to have been carried out or for non-compliance or any design, specifications, building material or for any reason whatsoever or in case any Common Services and Facilities, provided in accordance with the plans, pass, touch or fall through the Said Apartment and shall be deemed to have been fully satisfied in all respects concerning super area - construction and other works relating to the said apartment/ building and the buyer agreement will be treated as finally concluded and any claims raised thereafter against the Developer will be null & Void.

4.2 Holding Charges

If the Allottee(s) fails to take over possession of the Said Apartment, within the time and in the manner as specified in the offer, then the Said Apartment shall lie at the risk and cost of the Allottee(s) and the liability of the Developer shall be limited only to handover possession of the Said Apartment, and the Allottee(s) shall not be entitled for any compensation, as stated in Para 4.1 (ii) above, after the date of offer of possession. Further, it is agreed by the Allottee(s) that in the event of his/her/their failure to take over possession of the Said Apartment in the manner as aforesaid, the Developer shall have the option to cancel the allotment of the Said Apartment or otherwise the Developer may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee(s) in taking over possession of the Said Apartment on the condition that the Allottee(s) shall pay to the Developer holding charges @ Rs. 20/- per sq. ft. of the Super Area of the Said Apartment per month for the entire period of such delay, and further to withhold conveyance or handing over possession of the Said Apartment till the 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 Allottee(s) 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 Allottee(s) agrees that in the event of its failure to take possession of the Said Apartment within the time stipulated by the Developer, it shall have no right or any claim in respect of any item of work in the Said Apartment, which it may allege not to have been carried out or completed or in respect of any design, specifications, building materials used or any other reason whatsoever and that it shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Said Apartment / Said Building.

Company

Allottee(s)

ARTICLE 5 ALTERATIONS IN PLANS AND DESIGNS

5.1 The Allottee(s) has seen and accepted the proposed multi-storied building plans comprising 125 Number of Units/Apartments with Commercial Spaces, as per permissible, purchasable and compounding FAR, which inter-alia includes sanctioned plans or plans under sanctioning, for the Project, consisting of Residential / Commercial areas for development, architectural and structural designs and specifications, which are tentative. The Allottee(s), hereby records his/her/their no objection irrevocably to the Developer authorizing it to effect suitable and necessary alterations/modifications/additions to revise sanction plans, in the same as the Developer may deem fit, or as directed by any Competent Authority(ies), or such alterations/ modifications/additions to receive sanctioned plan becomes necessary and desirable owing to increase in FAR or the purchase of the same by the Developer. Such alterations/ modifications/additions may include change in location, preferential location, number, increase or decrease in number of apartments, floor, block or area of the Said Apartment, designs, and specification.

5.2 In case of any alterations /modification / additions resulting in change in the super area of the Said Apartment, any time prior to and upon the grant of completion certificate, the Developer shall intimate to the Allottee(s) in writing the change thereof and the resultant change, if any, in the price of the Said Apartment shall be paid by the Allottee(s) or refunded as the case may be. However, in case, Super Area is reduced and any amount becomes refundable to the Allottee(s), the same shall be adjusted by the Developer in the last installments to be paid by the Allottee(s) as per Payment Plan.

5.3 The Developer may on its own provide additional / better specifications and / or facilities other than those specifications provided herein due to technical reasons or for reasons of over-all betterment of the Project and the proportionate cost of such changes will be borne and paid by the Allottee(s).

5.4 In case the Said Apartment is omitted due to change in the building plans or the Developer is unable to hand over possession of the same to the Allottee(s) for any reasons beyond its control, the Developer shall offer alternate apartment approximately of the same type/specification and in the event of non-acceptability by the Allottee(s) or non-availability of alternate apartment, the Developer shall refund only the actual amount received from the Allottee(s) till then and shall not be liable to pay any damages/compensation or interest to the Allottee(s), whatsoever. The Allottee(s) irrevocably agrees not to raise any demand/claim against the Developer on account of it not providing the alternate apartment.

5.5 In the event that during the course of construction and / or after the completion of the Project, further construction (vertical or horizontal) is permitted by the GDA/Competent Authority on any portion of the Said Plot, Project, Said Building or Terraces thereon, due to increase in additional FAR or on purchase of the same by the Developer, it shall have the exclusive right to take up or complete such further construction as belonging to the Developer notwithstanding the designation of any common areas or otherwise. The Allottee(s) hereby irrevocably consents not to object the Developer to raise such construction in any manner. The Developer will be entitled for the Allotment of such construction, and the Allottee(s) of the same would be entitled to the common areas and facilities provided in the Project. In such situation, the proportionate share of the Allottee(s) in the Common Area and facilities shall stand vary. However, all the residuary rights in the Project shall continue to remain vested with the Developer till such time the same or any part thereof is allotted, or otherwise transferred to any person(s).

Company

Allottee(s)

ARTICLE 6 CHARGES, LEVIES & TAXES

6.1 All charges, levies, taxes, assessments or fee, in whatever manner including freehold/conversion charges, which are presently applicable or which may at any time in future or retrospectively be charged, imposed or levied to the Said Apartment / Said Building / Project or on the construction thereof, as a consequence of any order of Central / State Government, any Statutory Body or other Local Authority, the same, if applicable, shall be payable by the Allottee(s).

6.2 In case, Ghaziabad Development Authority (herein "GDA") or any other such authority / State Government levy or impose any charges / cess etc. on account of external development or metro cess or on account of development of any scheme / project in the area, in future, the same shall be payable proportionately by the Allottee(s) to the Developer on demand. However, in the event such charges / cess etc. are levied or imposed after transfer of the Said Apartment to the Allottee(s), the same shall be payable by the Allottee(s) to the Government authorities.

6.3 In case of any increase in the Infrastructure Development Charges, or if any additional charge for extra amenities/safety measures or any other charge, levy, tax, fee, cess etc. of any nature, is levied or imposed by any authority, in future or retrospectively, with respect to the Project, the same shall be charged to the account of the Allottee/s on pro-rata basis and be payable to the Company on demand.

6.4 The charges for providing external electrification in the Project, fire fighting measures / equipment in the common areas as prescribed in the existing fire fighting code / regulations, electrification / connection from the electric supply Authority to the sub-station in the Project are included in the Basic Sale Price. If, however, due to any subsequent legislation / government order or directives or guidelines or if deemed necessary by the Company, additional electrification / fire safety measures are undertaken or in case there is any increase in the external electrification & fire fighting charges, then the Allottee(s) shall be liable to pay proportionate charges, as may be determined by the Company in its absolute discretion.

6.5 Proportionate charges for provision of any other items/facilities/specifications/infrastructure/ equipments etc. not specifically mentioned herein, and provided in the Project as may be required by any authorities or considered appropriate by the Company shall be payable by the Allottee(s) as may be demanded by the Company.

ARTICLE 7 MUNICIPAL/PROPERTY TAX AND OTHER UTILITY CHARGES

7.1 The Allottee(s) shall pay Municipal/Property/House Tax by whatsoever name called, levied or to be levied, by any local or statutory authority, from time to time on the Said Apartment from the date of offer of possession or completion thereof.

7.2 So long as the Said Apartment is not separately assessed, the Allottee(s) shall pay proportionate share of such taxes, liabilities, if any, in proportion to the super area of the Said Apartment to the maintenance agency or to the Developer, who, on collection of the same from the Allottee(s), shall deposit the same with the concerned authorities.

7.3 The charges for providing individual prepaid electric meter from the sub-station are payable extra which includes security + meter cost, panels, M.C.S., Cable from S.S. to Feeder pillar and Main supply panel and to the respective apartment including informal expense as Company will arrange / got sanctioned single point electric connection in the said complex from P.V.V.L./U.P.P.C.L. (or any other agency) and the installation charges for required power back up per K.V.A. will be payable extra as well as separate bill for consumption of Power Back-up Charges which will be payable by the Vendee, as per consumption shown in the meter and unit cost will be on the basis of actual expenses time to time. The rate per unit will be decided by

Company

Allottee(s)

Maintenance Company and water and sewer connection to the Said Apartment shall be payable extra by the Allottee/s on pro-rata basis.

7.4 All charges payable to various department for obtaining utility / services connections to the Said Apartment like electricity, sewer, water etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Allottee(s)

7.5 The Allottee(s) shall be responsible to pay to various government / private authorities all charges pertaining to consumption of electricity, water and other utility services provided in the Said Apartment as per the bills raised.

7.6 The Allottee(s) shall be liable to pay monthly electricity consumption charges and power back-up charges in respect of the Said Apartment on actual through the pre-paid metering system.

7.7 The Allottee(s) shall pay Water Tax and sewerage tax by whatever name called levied or to be levied by any local or statutory authority, from time to time on the Said Apartment from the date of offer of possession. So long as the Said Apartment is not separately assessed, the Allottee/s shall pay a share of such taxes, liabilities, if any, in proportion to the Super Area of the Said Apartment to Super Area of the said Building to the maintenance agency or to the Company, who, on collection of the same from the Allottee(s), shall deposit with the concerned authorities.

ARTICLE 8 MAINTENANCE

8.1 **Maintenance Agency:** Up-keep, operation, management and maintenance of the Project/ Said Building, the Common Areas and Facilities, will be done by the Developer or a Maintenance Agency (the 'Maintenance Agency') to be appointed by the Developer. It is incumbent upon the Allottee(s) to sign and execute a separate agreement for maintenance (the "Maintenance Agreement") with the Developer or the Maintenance Agency, as the case may be at the time of taking possession of the Said Apartment.

8.2 **Maintenance Charges:** Commencing from the date notified by the Developer for taking over possession of the Said Apartment, the Allottee(s) agrees to pay to the Developer or Maintenance Agency an amount equivalent to 18 months of Maintenance Charges, in advance, at the time of notice of possession of the Said Apartment. The Allottee(s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement, which inter-alia includes provisions for maintenance charges after expiry of period of 18 months for becoming member of the Apartment Owners Association, as and when formed, and the scope of maintenance etc.. The maintenance charges shall be payable at the rates determined by the Company, irrespective whether the Allottee(s) is in occupation of the Said Apartment or not. It is agreed that the Maintenance Charges may be enhanced, from time to time, as may be determined by the Company or the Maintenance Agency. In addition, a sinking fund may be created and will be paid extra by Allottee. The Maintenance charges may be realized in a pre-paid format by integrating them into the pre-paid electricity system or otherwise.

8.3 The electric consumption charges for running all the common services as well as the water charges for common usages are not included in the maintenance charges and shall be reimbursed by all the Allottee(s) on equal basis and for this purpose a separate debit bill shall be raised and paid by the Allottee(s). For these expenses an advance of Rs. 20,000/- per Allottee(s) shall be paid.

8.4 The Maintenance Charges as intimated to the Allottee(s) by the Company, shall be payable by the Allottee(s) within a period of seven (7) days of demand. In case of delay in monthly maintenance charges within this period, interest @ 18% p.a. shall be charged for the period of delay. In case of failure of the Allottee(s) to pay the monthly maintenance charges on or before

Company

Allottee(s)

the due date, the Developer/ Maintenance Agency will be entitled to effect disconnection of services to the Allottee/s that may include disconnection of electricity/water/sewer/power back-up, and debarment from usage of any or all common facilities within the Project / Said Building / Said Apartment. The Developer may also, apart from other remedies open to it, restrict or object to the transfer of the Said Apartment by the Allottee(s).

8.3 The Service Tax on Maintenance Charges of the Project will be separately and proportionately borne by the Allottee(s)

8.6 This arrangement shall continue till the maintenance of the Project / Said Building / Said Apartment is handed over to the Municipal Authorities or the association of the Allottees/ occupants.

8.7 The Allottee(s) or its nominees/ agents/ employees etc, shall at all times comply with the rules and regulations lay down by the Developer or the Maintenance Agency.

ARTICLE 9 EXECUTION AND REGISTRATION OF DEED OF APARTMENT

9.1 The Developer, upon completion of construction of the Said Apartment, shall transfer the Said Apartment by executing and registering a transfer deed / apartment deed in respect thereof in favor of the Allottee(s), provided that the Allottee(s) fulfills the entire obligations as stated in this Agreement.

9.2 The Allottee(s) undertakes to execute the transfer deed / apartment deed in respect of the Said Apartment within the period as may be intimated by the Developer in writing, failing which the Allottee(s) shall solely be liable for the consequences arising there from, which inter - alia may include the increase in the rate of stamp duty/registration fee or any other such duty or charges payable in respect thereof.

9.3 All charges, expenses, stamp duty, registration fee and legal / incidental expenses etc, towards execution and registration of transfer deed / apartment deed, at the rate as may be applicable on the date of execution and registration of the transfer deed / apartment deed including documentation will be borne and paid by the Allottee(s).

9.4 Before effecting any subsequent transfer of the Said Apartment by way of Sale or otherwise, after execution and registration of transfer deed / apartment deed in his/her favor, the Allottee(s) shall be required to obtain prior 'No Objection / No Dues Certificate' from the Developer or the Maintenance Agency, as the case may be, as regards clearance/payment of outstanding maintenance charges.

ARTICLE 10 ASSIGNMENT

10.1 The Allottee(s) may assign the rights and benefits of this Agreement to any third person(s) with the prior consent, in writing, of the Developer and on payment of administrative or such other charges, as may be determined by the Developer from time to time. Moreover such permission will be granted only after receipt of minimum 40% of value of the apartment and after 1 year from the date of allotment.

10.2 The Allottee(s), after execution and registration of transfer deed / apartment deed in his /her/their name, may assign, transfer, lease or part with possession of the Said Apartment after obtaining 'No Dues Certificate' from the Developer and/or the Maintenance Agency, appointed by the Developer or Association, as the case may be.

Company

Allottee(s)

10.3 The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignment. In the event of any imposition of executive instructions at any time after the date of the application to restrict assignment by any authority, the Company will have to comply with the same and the Allottee/s has specifically noted the same.

ARTICLE 11 COMMON AREAS AND FACILITIES

11.1 The Allottee(s) shall use such Common Areas and Facilities within the Said Building / Project harmoniously with other occupants and without causing any inconvenience or hindrance to them. Further, the use of such Common Areas and Facilities within the Said Building shall always be subject to timely payment of Maintenance Charges.

11.2 The Allottee(s) shall be entitled to use the common areas and facilities within the Project, which may be within or outside the foot print of the Said Building earmarked for common use of all the occupants of the Project including easementary rights. The Allottee(s) shall have no right, interest or title in the limited common areas and facilities as well as in Independent Area within the Project, which may be within or outside the foot print of the Said Building such as, Club, parking spaces (except if specifically allotted), and commercial space which shall always remain the property of the Developer.

11.3 Except for the Said Apartment allotted herein along with all common easement rights attached therewith, including Common Areas and Facilities of the Said Building, all adjoining areas including the un-allotted terrace/roof, limited common areas (open and covered parking spaces) and facilities therein, storage areas etc. and independent areas viz Commercial Spaces, the entire un-allotted/unsold areas of the Project, shall remain the property of the Developer and the same shall always deemed to be in its possession. The Developer, as such, may permit the use of such limited common areas including open/covered car parking areas to a particular apartment or apartment(s) to the exclusion of other apartments and sell the independent areas viz Commercial spaces without the interference of other apartment owners, and the Allottees shall not raise any objection in any manner in connection therewith in persons or in form of association and all such liquidated loss(es)/damages suffered due to wrong acts of the allottees will liable to be paid by defaulting Allottee(s)/association to the developer.

11.4 The Allottee(s) shall not, in any manner whatsoever, encroach upon any of the Common Areas and Facilities of the Said Building / Project, limited use areas, and shall also have no right to use the facilities and services not specifically permitted to be used. All unauthorized encroachments or temporary/permanent constructions carried out in the Said Building by the Allottee, shall be liable to be removed at his/her/their cost by the Developer or by the Maintenance Agency.

11.5 The Allottee(s) will neither himself do nor permit anything to be done which damages any common areas or violates the rules or bye-laws of the Local Authorities. The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Developer may recover the expenditure incurred in rectification from the Allottee's security deposit.

ARTICLE 12 MORTGAGE

The Developer by itself or through its nominee(s) may raise finance from any Bank/Financial Institution/Body Corporate for the construction / development of the Project and for this purpose, create equitable/English mortgage of the Said Plot / Project in favour of one or more of such institutions and for such an act the Developer shall be deemed to have necessary consent of the Allottee(s). The Developer, however, shall release the charge on the Said Apartment, if any, before execution and registration of the Transfer Deed / Deed of Apartment in respect thereof in favour of the Allottee(s).

Company

Allottee(s)

ARTICLE 13 ALLOTTEE'S COVENANTS

13.1 The Allottee(s) shall be entitled to own, occupy and use the Said Apartment in accordance with the local laws. He/she/they shall use the Said Apartment only for residential purposes and shall not do nor cause to be done any act, which may cause nuisance or obstruction for use of the apartments by the other Allottees.

13.2 The Allottee(s) shall maintain the Said Apartment, including walls and partitions, in a good tenable repair, state, order and condition in which it is delivered to them and in particular support, shelter and protect the other parts of the Said Apartment. Further, the Allottee(s) will neither himself do nor permit anything to be done, any act which damages any part of the adjacent apartment(s) etc., or violates the rules or bye-laws of the local authorities.

13.3 The Allottee(s) shall not harm or permit any harm or damage to be caused to the peripheral walls, front, side and rear elevations of the Said Apartment, in any form or remove any walls of the Said Apartment including load-bearing / common walls. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and shall not carry out any change in the exterior elevation and design.

13.4 The Allottee(s) may undertake minor internal alterations in the Said Apartment only with the prior written approval of the Developer/ Maintenance agency. The Allottee(s) shall not be allowed to affect any of the following changes/alterations. (i) Changes, which may cause damage to the (columns, beams, slabs etc) of any part of adjacent apartment(s). In case damage is caused to an adjacent apartment or common area, the Allottee(s) will get the same repaired at his/her/their own cost and expenses; (ii) Changes that may affect the facade of the Said Apartment (e.g. tampering with external treatment, changing the paint colour of external walls, hanging or painting of signboards etc.) and (iii) Making encroachments on the common spaces in the Said Building / Project.

13.5 To ensure uniformity and minimal interference with structures, ducting, internal cabling etc. in the Said Building, the Developer shall regulate the entry of telecom agency / internet service provider in the Said Building, and as such the Allottee(s) shall have the said utilities in consultation with the Developer.

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

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

13.8 The Allottee(s) will allow the Developer and/or the Maintenance Agency access to and through the Said Apartment for the purpose of any maintenance works including electricity and other items of common interest etc.

13.9 The Allottee(s) may get insurance of the contents lying in the Said Apartment at his/her/their own cost and expenses. The Allottee(s) shall not keep any hazardous, explosive, inflammable material in the Said Apartment. The Allottee(s) shall always keep the Developer or its Maintenance Agency harmless and indemnified against any financial/criminal liability for loss of life and property by reason of any fire, theft, burglary or any other incident of crime/mishap occurring in the Said Apartment or any part or portion thereof.

Company

Allottee(s)

13.10 The Allottee(s) shall keep indemnified the Developer against all actions, proceedings or any losses, costs, charges, expenses or damages suffered by or caused to the Developer, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee(s) and/or due to non-compliance with any rules, regulations and/or non-payment of municipal taxes, charges and other outgoings.

13.11 The Allottee(s) hereby confirms that the declared Independent Arms and facilities viz commercial spaces are at the disposal of the Developer and the Developer may sell the same with or without construction, wholly or in part(s), to any intending purchaser and he/she/they shall not raise any objection/ interference in any manner in connection therewith, either in person or in form of association and all such liquidated loss(es)/damages suffered due to wrong acts of the Allottees will liable to be paid by defaulting Allottee(s)/association to the developer.

13.12 The Allottee(s) hereby undertakes to abide by all laws, rules and regulations of GDA/or any other agency and/or any other designated authority from time to time or any other laws as are applicable to the Said Apartment.

13.13 The Developer sale brochures/CD walk through/ elevation are purely conceptual and not a legal offering. Further, the Developer reserves the right to add/delete any details/specifications as it may deem fit and necessary.

ARTICLE 14 RIGHTS OF THE DEVELOPER

14.1 Subject to the rights of the Allottee(s) herein contained in respect of the Said Apartment, the Developer shall be at liberty to sell, assign, transfer or otherwise deal with other properties contained in the Project.

14.2 At its sole and absolute discretion, the Developer may start construction/ development / renovations on any part of the Said Plot/Project/ Said Building including wings (vertical / horizontal) thereof or make addition to or put up additional structure / apartment in/upon the Said Building or raise additional building(s) and/or structure any where in the Project as may be permitted by the competent authority, or may postpone such construction. The Developer shall be entitled to deal with such constructions in its discretion without any interference on the part of the Allottee(s). The Allottee(s) agrees that the Developer, at its cost, shall be entitled to connect the electric, water, sanitary, drainage and power back-up fittings on the additional structures / stories with the existing electric, water, sanitary and drainage sources. The Allottee(s) also agrees that under any circumstances, he/she/they shall not stop or take any steps to stop such construction on the ground of nuisance, disturbances, or for other reasons of any nature whatsoever or demand any compensation or make any objection / claim or default any payment as demanded by the Developer on account of inconvenience.

ARTICLE 15 CLUB MEMBERSHIP

The Allottee's shall be required to become a member of the Club provided in the Project on payment of one-time membership fee as mentioned in the agreement to the Company or its nominated agency, as per the payment plan and other charges, as applicable. The membership of the Club is compulsory on the Allottee and Allottee agrees to pay the recurring charges towards the usage/maintenance of the club which is described in detail in the Maintenance Agreement. Moreover ownership of Club will remain with the Developer.

Company

Allottee(s)

ARTICLE 16 BREACH OF TERMS AND CONSEQUENCES

16.1 The Allottee(s) agrees that all defaults, breaches and/or non-compliance of or failure to perform and observe any of the obligations, terms and conditions of this Agreement and to raise any objection /interference in the independent areas and limited common areas and facilities or of any other obligation as intimated by the Developer in relation to the Said Apartment shall be deemed to be events of defaults liable for consequences stipulated herein.

16.2 Unless otherwise provided in this Agreement, upon the occurrence of any one or more of event(s) of default, the Developer may, in its sole discretion, by notice to the Allottee(s), cancel this Agreement by giving in writing thirty (30) days from the date of issue of notice to rectify the default as specified in that notice. If the default is not rectified within such thirty (30) days, this Agreement shall stand cancelled without any further notice or intimation and Developer shall have the right to retain Earnest Money along with the interest accrued on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature. The Allottee(s) acknowledges that upon such cancellation of this Agreement, the Allottee(s) shall have no right or interest on the Said Apartment and Developer shall be discharged of all liabilities and obligations under this Agreement and Developer shall have the right to sell or deal with the Said Apartment in the manner in which it may deem fit as if this Agreement had never been executed. The refund, if any, shall be refunded by Developer without any interest or compensation whatsoever to the Allottee(s) only when the Said Apartment is re-allotted / sold to any other person(s) and out of the sale proceeds realized from the new Allottee(s). This will be without prejudice to any other remedies and rights of Developer to claim other liquidated damages which Developer might have suffered due to such breach committed by the Allottee(s).

ARTICLE 17 GENERAL

17.1. Entry Regulation:

It is in the interest of the Allottee(s) to help the Developer and/or the Maintenance Agency in effectively keeping the Said Apartment and the Project secured in all ways. For the purpose of security, the Developer and / or the Maintenance Agency, as the case may be, shall be free to restrict and regulate the entry of visitors into the Project.

17.2. Alterations In the Said Apartment:

(i) The Allottee(s) shall not make any such additions or alterations in the Said Apartment so as to cause blockage or obstruction in the common areas and facilities and / or to cause any structural damage or encroachment to the structure of the buildings in the Project.

(ii) The Allottee(s) shall not demolish any structure of the Said Apartment or any portion of the same or cause to make any new construction in the Said Apartment without the prior approval and consent of the Developer or the local authority, if required. The Allottee(s), however, undertakes that he/she/they shall not divide / sub - divide the Said Apartment in any manner. The Allottee(s) shall not change the colour and structure of the external facade of the Said Apartment.

17.3 Change Of Nominee(s):

(I) The Allottee(s) is entitled to get the name of his / her / their nominee(s) substituted in his / her / their place, with prior approval of the Developer, provided the Allottee(s) has paid at least 40% of the total Consideration and has cleared all dues till that date to the Developer, who may in its discretion permit the same on such conditions as it may deem fit and proper keeping in view the guidelines issued by GDA/State of UP.

Company

Allottee(s)

(ii) The Developer may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee(s) to get the name of his/her/their nominee(s) (family members-husband, wife, and own children and real brother) substituted in his/her/their place subject to such terms and conditions and charges / transfer fee as may be prescribed by the Developer. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. In the event of any imposition of executive instructions at any time after the date of the application to restrict nomination /transfer/assignment of the Said Apartment by any authority, the Developer will have to comply with the same and the Allottee(s) has specifically noted the same.

17.4. Registration Of Address:

In case of joint allotment, all communications demand notice etc. shall be sent by the Developer to the Allottee(s), whose name appears first and at the address given by him/ her/them, which shall for all purposes be considered as served on all the Allottee(s) and no separate communication shall be sent to the other named Allottee. It shall be the responsibility of the Allottee(s) to inform the Developer by Registered A.D. post about all subsequent changes in his/her/their address, if any, failing which all demands notice and letters posted at the earlier registered address will be deemed to have been received by him / her / them at the time when those should ordinarily reach such address.

17.5 Association Of Owners:

(i) The Allottee(s) undertakes to join the association of Owners as may be formed by the Developer on behalf of the apartment(s) owners and to pay any fee, subscription charges thereof and to complete such documentations and formalities as may be required and / or deemed necessary by the Developer for this purpose.

(ii) The Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement, undertakings and all other relevant papers, as required, in pursuance to this transaction and do all the acts, deeds and things as the Developer may require for safeguarding the interest of the Developer and other Allottees in the Project.

17.6 Indemnity

The Allottee(s) hereby agrees that it shall abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Agreement, the Allottee(s) shall be liable for such act. If any loss is occasioned due to the act of the Allottee(s), the Allottee(s) shall indemnify the Developer for such an act which has occasioned the loss.

17.7 Entire Agreement:

This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, oral, written or implied, concerning the allotment of the Said Apartment. The terms and conditions of this Agreement shall not be changed or modified except by written amendments duly agreed between the Parties. The terms and conditions & various provisions embodied in this agreement shall be incorporated in the transfer deed / apartment deed and shall form part thereof, to the extent that those are necessary.

17.8 Waiver

Any express or implied waiver by the Developer of any default shall not constitute a waiver of any other default by the Allottee(s) or a waiver of any of the Developer's rights. All original rights and powers of the Developer under this Agreement will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the Developer, and the Developer shall not be deemed to have waived any of its rights, or any provision of this Agreement, or any notice given

Company

Allottee(s)

hereunder, unless such waiver be provided in writing by Developer, and any waiver by the Developer of any breach by the Allottee(s) of the Agreement, shall not be deemed a waiver of any continuing or recurring breach by the Allottee(s) of the Agreement.

17.9 FEMA

The Allottee(s), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA), and/or all other necessary provisions as laid down and notified by the Govt. or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. The Allottee(s) shall also furnish the required declaration to the Developer on the prescribed format, if necessary.

17.10 Severability

If any provision of this agreement shall be determined to be void or unenforceable under applicable laws/order/notification, such provision shall be deemed amended or deleted in so far as reasonably with the remaining part of this agreement and to the extent necessary to conform to applicable law and the remaining part shall remain valid and enforceable as applicable at the time of execution of this agreement.

17.11 Notice

(i) Any notice to be served on either of the Parties by the other shall be sent by prepaid recorded delivery or registered post or by fax at the last known address and shall be deemed to have been received by the address within due course.

(ii) The Allottee(s) shall be liable to inform the Developer in writing any change in the mailing address failing which all demands, notice etc., shall be mailed by the Developer to the last known address and the same shall be deemed to have been received by the Allottee(s). In case of joint Allottees, all communication shall be sent to the first named Allottee(s) in this Agreement, and the same shall be deemed as served on all Allottees, and no separate communications shall be sent to the joint Allottees.

17.12 Copies Of The Agreement

Two sets of this Agreement are been executed on a non-judicial stamp paper of Rs 100/- each and the Developer shall retain one copy for reference and record and the Allottee(s) shall retain another one.

17.13 Applicable Law And Jurisdiction

(i) This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India.

(ii) This agreement will be subject to the provisions as contained in the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, and rules, if any, made there under.

(iii) In case of any disputes arising between the parties with regards to interpretation of any clause of Terms and Conditions, builder buyer agreement with regard to this application then it is agreed between the parties that the Managing Director of the company or any person authorized by him shall be appointed as the sole arbitrator under the Arbitration and the Conciliation Act, 1996 or any other subsequent act on the said subject with any amendment from time to time and decision of the said sole arbitrator shall be final and binding upon both the parties.

Company

Allottee(s)

(iv) The Courts at Delhi/Ghaziabad shall have the jurisdiction in all matters arising out of and / or concerning this transaction.

(v) This agreement contains 20 Pages with Annexure-A (Specifications), Annexure-B (Payment Plan), Annexure-C, D, E (Endorsements)

IN WITNESS WHEREOF, the Parties hereto have set their hands and seal to these presents on the day, month & year first above written, and in the presence of the following witnesses:

WITNESSES SIGNED AND EXECUTED BY:

Company

Allottee(s)

SPECIFICATION

Structure: Eco friendly, earthquake resistant RCC framed structure designed by highly experienced engineers, structure certified by IIT or similar institution. High quality construction material to be used.

Flooring: Vitrified tiles in drawing, dining, one bed room and kitchen, wooden laminated flooring in master bedroom. Anti ceramic tiles in toilet & balconies.

Doors & windows: Decorative skin moulded panel doors with hard wood frames. Double external shutters with jali & glass made of steel reinforced UPVC (revolutionary concept in PVC offering lifelong durability and higher resistance to extreme weather conditions.)

Wood work: wooden cupboards in bedrooms.

Kitchen: modular functional kitchen equipped with modern gadgets like electric chimney, RO system. Working platform with granite top with double bowl stainless steel sink., harmonizing ceramic placed tiles to "above working platform".

Toilet: Designer toilets with ceramic tiles up to ceiling level, English WC, Geyser for hot water in toilets in branded CP fitting in bathroom.

Inside Wall Finish: Harmonious colors. Schemes with rich plastic emulsion, POP punning and cornice in dining & drawing room & in all bed rooms.

Electrical: One 1.5 ton AC in bedrooms. Copper wiring in concealed PVC conduits. Provisions for power points with modular switches without any wall lights. Provision for TV & Telephone points in living room & all bedrooms. Remote control for a fan with speed regulator & a light in all bed rooms. Ceiling fans in all bed rooms.

Note:

1. Color and design of tiles/motives/laminates/skins can be changed without prior notice subject to availability.
2. There may be variations in color and sizes tiles/stone/granite/mica/laminate.
3. Specifications are subject to change without prior notice.
4. All pictures and designs are indicative only.

High Tech: Electronic surveillance with CCTV (Closed Circuit TV system)

- Video Door phone and intercom facility in each apartment.
- Remote control for a fan with speed regulator & designer light fixture.
- Latest modern fire fighting design & equipment with sprinkler system.
- Wi-fi enabled zone for seamless broadband connectivity

Company

Allottee(s)

ENDORSEMENT

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

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

TRANSFEROR

TRANSFeree

The above Transfer is hereby confirm

Authorized Signatory

Witness:

1.....

2.....

Date:.....

ENDORSEMENT

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

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

TRANSFEROR**TRANSFeree**

The above Transfer is hereby confirm

vedantam
MINARET
Life at its best

Authorised Signatory

Witness:

1.....

2.....

Date:.....

ENDORSEMENT

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

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

TRANSFEROR**TRANSFeree**

The above Transfer is hereby confirm

vedantam

Authorised Signatory

MINIARET
Life at its best

Witness:

1.....

2.....

Date:.....



MAGUS CONSORTIUM ORCHID AVENUE PVT. LTD.

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H-3, Sec-14, Kaushambi, Ghaziabad-201010

Site Office:- GH-01, Abhay Khand IV, Indrapuram, Ghaziabad-201010

E-Mail- info@vedantamminaret.com

www.vedantamminaret.com

For Sales Enquiry Call:- 9560511003/02