

APARTMENT BUYER AGREEMENT

This agreement is made at New Delhi on this _____ day of _____ 2018 between SNG Developers Limited, a Company incorporated under the Companies Act, 1956, and having its registered office at 112, Indraprakash, 21 Barakhamba Road, New Delhi-110001, (hereinafter referred to as the “**Developer**” which expression shall unless repugnant to the context or contrary to the meaning thereof shall include its administrators, executors successors and assigns) of the FIRST PART

AND

_____ S/o/D/o/W/o _____ and resident of

And ii) _____ S/o/D/o/ Lt _____ and resident of _____

(herein after singly/jointly, as the case maybe, referred to as the Buyer which expression shall include all genders and unless repugnant to the context or contrary to the meaning thereof shall include all joint Buyers his/her/their legal heirs /representatives, executors, successors and assigns) of the SECOND PART

OR

M/s _____, a partnership firm duly registered under the Indian Partnership Act, 1932 having its Registered Office at _____ through its partner authorised by authority letter dated _____ Shri/Smt _____ S/o. _____

R/o _____ (herein after referred to as the Buyer which expression shall unless repugnant to the context or contrary to the meaning thereof shall include all partners of the partnership firm and their respective legal heirs/representatives, administrators, executors, successors and assigns) of the Second Part

OR

M/s _____ a Company registered under the Companies Act, 1956 having its Registered office at _____ through its Director _____ Shri/Smt _____ S/o. _____

R/o _____ authorised by Board resolution dated _____ (herein after referred to as the Buyer which expression shall unless repugnant to the context or contrary to the meaning thereof shall include its administrators, executors, successors and assigns) of the Second Part.

Strike off whatever portion is not applicable

WHEREAS the DEVELOPER is the absolute owner and seized and possessed of land measuring 1.565 Hectare in revenue estate of Village Mauja, Sukhmalpur, Nijamabad, Near Saraswati Nagar, Tehsil & District Firozabad, in the State of Uttar Pradesh.

AND WHEREAS M/s. Venus Satiates Vehicles Services Pvt. Ltd. having its registered office at 112, Indraprakash, 21, Barakhamba Road, New Delhi-110001 is the absolute owner and seized and possessed of 0.521 Hectare in the revenue estate of Village Mauja, Sukhmalpur, Nijamabad, Near Saraswati Nagar, Tehsil & District Firozabad.

AND WHEREAS both the lands are adjoining to each other and a Collaboration Agreement had been executed between the Developer and M/s. Venus Satiates Vehicles Services Pvt. Ltd. dated 2nd. Feb. 2007 for developing the total land measuring 2.086 Hectares.

AND WHEREAS the DEVELOPER shall develop the entire land measuring 2.086 Hectare as a Group Housing Project after obtaining all necessary approvals and permissions.

AND WHEREAS the DEVELOPER has obtained license from The Firozabad-Shikohabad Development Authority (hereinafter called the Authority), Firozabad vide approval letter No.141/07 dated 07/08/2008 (hereinafter referred to as "License") for developing the said Land as a Group Housing project under the provisions of Uttar Pradesh Town and Country Planning and Development Act, 1973 and has subsequently got the tower plan sanctioned from the Firozabad-Shikohabad Development Authority vide sanction letter No. 141/07 dated 07/08/2008.

AND WHEREAS the DEVELOPER has commenced construction of the said Group Housing on the said land under the name and style of "Anandkunj" or any other name as decided by the

“Developer” for constructing various types of Apartments in different towers as sanctioned by the authority hereinafter referred to as the **said Project**.

AND WHEREAS the Developer has allowed the Allottee for inspection of the site, tower plans, ownership record of the aforesaid site and other documents relating to the title to the land and all other details regarding Residential Complex known as Anandkunj, Firozabad (U.P.)

AND WHEREAS the Allottee after fully satisfying himself with the stated facts and records in all respects applied to the Developer for the allotment of a Residential Apartment in one of the towers at the aforementioned site with full knowledge and subject to all the laws, notifications, rules and byelaws applicable to this area in general which have been explained by the Developer and understood by the Allottee.

AND WHEREAS the Developer has accepted the application dated _____ of the Allottee and has allotted to him Apartment No. _____ on _____ **Floor**, in tower/Tower No. _____ **Block** having a Super area of approximately _____ **sq.mtrs.** (_____ **sq.ft.**) consisting of _____ BHK, with undivided interest in the land underneath in the scheme ‘ANANDKUNJ’ in the revenue estate of Village Mauja, Sukhmalpur, Nijamabad, Near Saraswati Nagar, Tehsil & District Firozabad, in the State of Uttar Pradesh at Firozabad (UP) (hereinafter referred to as “the said premises/unit/apartment”) at a payment price of **Rs. _____ /- (Rupees _____)** for the said apartment in the said scheme upon the terms and conditions mutually agreed by and between the parties and mentioned herein. Any limited common areas/facilities attached to the Apartment for exclusive use/enjoyment shall be charged for additionally on the terms to be determined by the Developer. The said rates are exclusive of certain other charges mentioned hereafter.

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

1. That the Developer has agreed to sell and the Allottee has agreed to purchase the said premises as detailed below at the rate mentioned against it and upon the terms and conditions set out hereunder as mutually agreed by and between the parties hereto.

Tower No.	Unit/Floor No.	Super Area (Approx.) (Sq.Mtrs./ Sq.Ft.)	Cost of Apartment / Unit (Rs.)
		_____ Sq.mtrs/ _____ Sq.ft	Rs. _____ /-

2.(a) That the rate mentioned in clause 1 above is inclusive of the cost of providing electric wiring, switches, Electric fittings & fixtures. The power back up will be provided at the time of possession as per availability with the developer/maintenance agency and for which a separate metre will be installed and the buyer will have to pay according to the consumption. The buyer shall pay the installation charges and security deposit as determined by the developer/maintenance agency.

(b) That the Electric Connection Charges are not included in the cost of the Unit/Apartment and will be charged extra. Allottee will be required to pay the charges according to the area of the apartment as and when demanded by the Developer. If, however, due to introduction of any subsequent Legislation / enactment, or notification issued by the Government, or if otherwise deemed necessary by the Developer or any of its nominee, additional safety measures have to be provided, the Buyer agrees to pay such additional amount on pro rata basis as determined by the Developer at its sole discretion.

Similarly the water charges will be determined by the Developer/maintenance agency at time of possession.

- (c) That the Allottee shall pay a further sum of Rs. _____/- (Rupees _____) as preferential location charges as per Schedule of Payments (Annexure I) annexed hereto. However, if there is a change in the preferential location before or after the registration of Sale/Conveyance Deed, the Developer shall be liable only to refund extra charges recovered for such preferential location or shall be entitled to recover extra preferential location charges, as the case may be.
- (d) That the Allottee has also understood that the option regarding the Payment Plan once exercised shall not be allowed to be changed at a later stage but this can be done with the permission of the developer.
- (e) Use of one car parking with each apartment is essential and has to be paid before possession which is detailed hereunder:-
- | | |
|-------------------------------|--|
| () Covered Stilt car parking | Rs. 5,50,000/- (Rs Five Lac Fifty Thousand Only) |
| () Covered Shaded Parking | Rs 4,50,000/- (Rs Four Lac Fifty Thousand Only) |
| () Open Parking | Rs 3,50,000/- (Rs Three Lac Fifty Thousand Only) |
- per parking
- (f) The Registration/Legal/Administration charges shall be charged extra at the time of possession.
- 3.(a) That the Allottee agrees that for the purpose of calculating the sale price in respect of the said premises; the super area shall be the covered area; inclusive of the area under the periphery walls, area under columns and walls within the Residential Apartment, half of the area of the wall common with other Apartments adjoining the said Apartment, if any, cupboards, plumbing shafts adjoining the said Apartment, balconies and terraces plus proportionate share of the service areas to be utilized for common use and facilities viz. staircase, areas under staircases, circulation areas, walls, shafts, passages, corridors, lobbies, refuge areas and the like. The method of calculation of super area stated herein shall become binding on both the parties.
- 3 (b) That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the Super area of the said premises, on account of the structural design of the tower without which there can be no support to the Apartment, it is repeated and specifically made clear that it is only the inside space in the Apartment that has been agreed to be sold and the inclusion of the common areas in the computation does not give any interest therein as such to the Allottee.
4. That the present share of the Allottee(s) against the development charges levied by the, Firozabad-Shikohabad Development Authority is included in the Basic Sale Price. However, any increase in this levied by Government / Semi-Government Body hereinafter shall be to the account of Allottee on prorata basis who shall pay the same to the DEVELOPER on demand.
5. That the price mentioned above is firm on the date of booking but if in future there is a significant increase in the cost of raw material then it shall be passed over to the respective allottee(s) and the allottee(s) have to make the payment of the same within the time mentioned by the Developer.
6. That the Allottee has satisfied him self about the interest and title of the Developer in the land on which the above said residential complex is being constructed and has understood all limitations and obligations in respect thereof. The Allottee agrees that there will not be any further investigations or objections by him in this respect.

7. That the Allottee has already paid a sum of Rs. _____/- (Rupees _____/-) net of taxes of the basic sale price at the time of application for registration for the purchase of the said premises as per **Down Payment/ Installment plan**, upon acceptance of the application and execution of this agreement, the receipt of which the Developer hereby acknowledges and the Allottee agrees to pay the remaining sale price, and all other charges as described in Schedule of Payments (Annexure I) attached with the Agreement and in the manner indicated therein.
8. That the Allottee shall make all payments through Demand Draft(s) made payable at, or Cheque(s) or Pay order drawn upon a New Delhi/Firozabad Bank in favour of the Developer only.
9. That the Developer and the Allottee hereby agree that the amount to the extent of 20% (twenty percent) of the total sale price of the apartment either with the application for Registration or in installments, as the case may be, will collectively constitute the earnest money. Non-fulfilment by the Allottee of the terms and conditions of application for registration, terms & conditions of sale and those of this Agreement as also in the event of failure to sign this Agreement by Allottee within the time allowed, may entail the forfeiture of the earnest money.
10. That the time of payment of installment as stated in Schedule of Payments (Annexure I) is the essence of this Agreement. It will be obligatory on the part of the Allottee to make the payment before the due dates indicated in the Schedule of Payments (Annexure I). The developer at its discretion may also send the installment reminders. It shall be incumbent on the Allottee to comply with the terms of payment and other terms and conditions of sale, failing which he shall forfeit to the Developer the entire amount of earnest money and the Allotment shall stand cancelled and the Allottee shall be left with no lien, charge or any right on the said premises. The amount(s), if any, paid over and above the earnest money shall be refunded to the Allottee by the Developer without any interest. The Developer shall thereafter be free to resell and/or deal with the said Apartment in any manner whatsoever at its sole discretion.
11. That in case of Allottee(s) opting for long term payment plan / construction - linked plan the Developer may in its sole discretion hand over the Apartment for occupation and use of the allottee even prior to the full payment of sale price as stipulated in the payment plan subject to the Allottee undertaking to fulfill all the terms and conditions in this regard as set out in this Apartment Buyer Agreement and the Allottee has not committed any default of payment of sale price, other charges or breach of any other terms and conditions prior to such handing over for use and occupation. In such cases the Allottee hereby gives his consent to treat him as a licensee or in any other manner which the Developer in its sole discretion may deem fit for this purpose.
12. That without prejudice to the Developer's rights under this Agreement and/or law the Allottee shall be liable to pay to the Developer interest at the rate of 18% per annum on all amounts due and payable by the Allottee under this Agreement with immediate effect on delayed payments. The discretion for termination of the agreement or acceptance of the delayed payment with interest at the rate of 18% per annum shall exclusively vest with the Developer. The Developer may waive the breach by the Allottee in not making payments as per the payment plan but on the condition that the Allottee shall pay to the Developer interest @ 18% per annum. In the event of the Developer waiving its right to cancel the allotment and forfeit the earnest money and accepting payment with interest in its place, no right whatsoever would accrue to any other defaulting Allottee on that account and also such an act would not confer any right on the Allottee in future for further payments on that account. Each case shall be examined individually.
13. That in case the allotment is cancelled by the Allottee himself, he shall forfeit to the Developer the entire amount of earnest money and this Apartment Buyer Agreement shall

stand cancelled and the Allottee shall be left with no lien, right, or interest on the said premises. The amount, if any, paid over the earnest money shall, however, be refunded to the Allottee by the Developer.

- 14.(a) That the Allottee shall not be entitled to get the name(s) of his nominee(s) substituted in his place. The Developer may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such service/administrative charges as it may deem fit, such an approval will be given in writing by the Developer. Sub-division of the said premises shall, however, not be permissible in any circumstances whatsoever.
 - (b) Claim, if any, between the nominee and the Allottee as a result of deduction/increase of area or on any account whatsoever, will be solely settled between themselves i.e. Allottee and nominee only and the Developer shall not be a party to this.
 - (c) Any change in name (including addition/deletion) registered as Allottee will be deemed as transfer for this purpose. The service/administrative charges for transfer of the said premises amongst family members (husband, wife and own children and real brother/sister) will be 25% of the normal service/administrative charges for every transfer.
 - (d) It will be the responsibility of the Allottee to obtain the permission, if any, required for substitution of name or transfer of the said premises in the name of the nominee(s).
15. That the Allottee confirms that he has entered into this transaction with full knowledge and understanding of the Agreement and arrangement entered into between the Developer and its contractors if any, and subject to all laws and undertakings given by the Developer and its Associate Companies to the Government of UP in this regard and the Allottee has familiarized himself with all the aforesaid agreements, undertakings, conditions etc.
16. That the Allottee has accepted the plans, designs, specifications shown to him which are tentative and are kept at the Developer's registered office at 112, Indraprakash, 21 Barakhamba Road, New Delhi-110001 and agrees that the Developer may make such variations, additions, alterations and modifications therein as it may, in its sole discretion, deem fit and proper or as may be done/required by any competent authority and the Allottee hereby gives his consent to such variations and modifications.

However, in case of any alteration/modification resulting in change in the super area of the Apartment or material change in the specifications of the tower/Flat any time prior to and upon the grant of occupation certificate. The Allottee agrees that any increase or reduction in the Super area of the Apartment shall be payable or refundable at the rate per sq. mtr./sq.ft. as mentioned in this application.

17. That the specifications and information as to the materials to be used in construction of the Apartment are also tentative and the Developer may make such variations and modifications herein as it may, in its sole discretion, deem fit and proper or as may be done/required by any competent authority and the Allottee hereby gives his consent to such variations and modifications.
- 18(a). That the Developer shall, under normal conditions, complete the said Residential Apartment Complex as per the said plans and specifications seen, inspected and accepted by the Allottee (with additional floors, if permissible) with such additions, alterations, modifications in the layout and tower plans and specifications as the Developer may consider necessary or may be required by any competent authority to be made in them or any of them while sanctioning the plans or at any time thereafter. No future consent of the Allottee shall be required for this purpose. Alterations may inter-alia involve all or any of the changes in its dimensions, change in its area etc. To implement all or any of the above changes, supplementary sale deed or any other deeds, if necessary, will be got executed and registered by the Developer in case a Sale Deed has already been executed and registered in favour of the Allottee. If, as a result of the above mentioned alteration, there

is either reduction or increase in the super area of the said premises, the price agreed as mentioned herein shall be reduced proportionate to the reduction in the area of Apartment and likewise in case the change result in increase in area of the Apartment the price shall be proportionately increased.

- (b). In case of absolute deletion of the Apartment on account of the reduction in the number of Apartments in the scheme or due to any other reason, no claim, monetary or otherwise, will be raised by the Allottee or accepted by the Developer. In such case, the amount received shall be refunded to the Allottee .

(c). If for any reason whatsoever, whether within or outside the control of the Developer, the whole or part of the scheme is abandoned, no claim will be preferred by the Allottee except that the Allottee's money will be refunded.

19. That the possession of the said premises is proposed to be delivered by the Developer to the Allottee within 36 months from the date of signing apartment buyer agreement or on obtaining the completion certificate, whichever is later, of the tower in which the said apartment. The Developer shall not incur any liability if it is unable to deliver possession of the said premises by the time aforementioned, if the completion of the tower(s) is delayed by reason of non-availability of steel and/or cement or other tower materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Developer, civil commotion or by reason of war, or enemy 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 public or competent authority or for any other reason beyond the control of the Developer and in any of the aforesaid events the Developer shall be entitled to a reasonable extension of time for delivery of possession of the said premises.
20. That the possession of the said premises shall be delivered to the Allottee after the said Premises is ready for use and occupation, provided all the amounts due and payable by the Allottee upto the date of possession as stated in Schedule of Payments (Annexure-I) or this Agreement are paid to the Developer. The Allottee shall take possession of the said premises within thirty days of the Developer dispatching written notice to the Allottee intimating that the said premises are ready and if the Allottee fails and neglects to take possession of the said premises from the Developer for any reason whatsoever, the Allottee shall be deemed to have taken possession on the expiry of the period mentioned in the notice and thereafter the said premises shall be at the risk and cost of the Allottee. If the Allottee still fails to take possession of the said premises he shall be liable to pay holding charges @Rs.5/- per sq.ft. per month for the period the Allottee delays taking possession on the expiry of the period of 30 days of the Developer dispatching the aforesaid written notice.
21. That, if as a result of any law passed by any Legislature or rule, regulation or order made and/or issued by the Government or any other Authority including a Municipal Authority, the Developer is unable to complete the aforesaid tower(s) and/or to deliver possession thereof to the Allottee, then the Developer may, if so advised, challenge the validity, applicability and/or efficacy of such legislation, rule or order by moving the appropriate Courts, Tribunal(s) and/or Authority (ies). In such a situation, the money(ies) paid by the Allottee in pursuance of this Agreement, shall continue to remain with the Developer and the Allottee shall not be entitled to move for or to obtain specific performance of the terms of this Agreement, it being specially agreed that the Agreement shall remain in abeyance till final determination of the Court(s)/Tribunal(s)/Authority(ies). In the event of the Developer succeeding in its challenge to the impugned legislation or rule or order, as the case may be, it is hereby agreed that the Agreement shall stand revived and the Allottee shall be entitled to the fulfilment of all rights and claims in respect of this Agreement. It is hereby further agreed that in the event of the aforesaid challenge of the Developer to the impugned legislation/order/rule not succeeding and the said legislation/order/rule becoming final, absolute and binding, the Developer will pay to the Allottee and several

other persons who have purchased or who may purchase hereafter either Apartments and/or other portions of the said tower(s), the amount (attributable to the relevant premises) that may have been received by the Developer and no compensation of whatsoever nature within such reasonable period and in such manner as may be decided by the Developer and the Allottee agrees to accept the Developer's decision in this regard to be final and binding. Save as otherwise provided herein, neither party to this Agreement shall have any other right or claim of whatsoever nature against each other under or in relation to this Agreement.

22. That the Allottee agrees and undertakes to abide by all laws, rules and regulations relating to U.P. Apartment Ownership Act, 1983 or any other law as be made applicable to the said premises.

23. That upon the Allottee taking possession/deemed to have taken possession of the said premises, the Allottee shall have no claim against the Developer in respect of any item of work in the said premises as to design, specifications, tower materials used or for any other reason whatsoever and the said claim, if any, shall be deemed to have been waived. After taking possession the Allottee shall be entitled to the use and occupation of the said premises without any interference from the Developer or any body claiming through or under it but subject to the terms and conditions, stipulations and restrictions contained herein.

24. a) The terrace rights shall always vest with the Developers and it shall have the right to construct further floors if the law permits.

Any area for providing common services including but not limited to common shafts and the water tanks therein and other common facilities will be jointly used and no one person has exclusive rights to these areas.

b) That the Allottee shall not make or cause to be made any addition/alteration/construction in the rear set back/open space/elevation of the apartment/tower.

25. That the Allottee shall, from the date of possession or from the date of receiving deemed possession, maintain the said premises, its walls and partitions, sewers, drains, pipes and appurtenance thereto or belonging thereto at his own cost, in a good and tenantable repair and condition and ensure that the support, shelter etc. of the tower(s) or pertaining to the tower(s) in which the said premises is located, is not in any way damaged or jeopardized and shall not do or suffer to be done any thing in or to the said tower(s) or the said premises, or the staircases, shafts and common passages, or the compound which may be against rules or bye law of the Municipal or any other authority nor shall the Allottee change, alter or make additions in or to the said premises or the tower(s) or any part thereof which would be violative of any rules, bye-laws of the Municipal Authority or any law for the time being in force, or any rule or notification issued by the local or other authority. The Allottee shall be responsible for any loss or damages arising out of breach of any of these conditions.

26. That the Allottee agrees not to use the said premises or permit the same to be used for any purpose other than the purpose sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Apartments in the towers or for any illegal or immoral purposes or store in the said premises any goods of hazardous or combustible nature which are so heavy as to affect the construction or the structure of the said premises and/or the tower in which the said premises are located or to do or suffer anything to be done in or about the said premises which tend to cause damage to any flooring or ceiling of any Apartment above, below or adjacent to his Apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common use, or in any way effect the environment of common facilities like lights etc.

27. That the Allottee is aware that what he is agreeing to purchase is a Apartment in a Residential Complex in revenue estate of Village Mauja, Sukhmalpur, Nijamabad, Near Saraswati Nagar, Tehsil & District Firozabad, in the State of Uttar Pradesh in the Colony promoted by the Developer sensing the yearning in people for healthy living in an open and unpolluted surroundings. He is also aware that unless the open spaces/tower(s) in the Colony are maintained in a proper form and common areas and services are maintained, the full utility of the open spaces/towers in the Colony cannot be made. The Allottee is also aware that in addition to utility, the reputation of towers and their occupants depends upon the maintenance and up-keep of the Colony and towers located therein, whose reputation has an ultimate effect on the status of various occupants of spaces/towers in the Colony. It is for these, amongst other factors, that the Allottee has agreed to purchase the said flat/dwelling unit on the specific understanding and undertaking that he will not:
- (a) Put up any name or sign board, neon-light, publicity or advertisement material, hanging of clothes etc. outside his premises exposed to public view on the external facade of the tower or anywhere on the exterior of the tower or common areas. Furthermore the Allottee will display his name at the place(s) specified therefore and at no other place
 - (b) Change the colour scheme of the outer walls or painting of the exterior side of the doors & windows etc., or carry out any change in the exterior elevation or design.
 - (c) At any time demolish the said premises or any part thereof nor will he at any time make or cause to be made any additions or alterations or unauthorized constructions of whatever nature to the said premises or any part thereof.
 - (d) Make encroachments or obstructions in common areas/facilities/services or cause hindrance in the use and enjoyment of all common areas/facilities/services/ communication areas of the Complex.
 - (e) Make noise pollution by use of loudspeakers or otherwise and/or throw away or accumulate rubbish, dust or refuse, anywhere, save and except at areas/places specifically earmarked for the purpose in the Complex.
 - (f) Close the verandas or lounges or balconies or common passage or common corridors even if a particular floor/floors are occupied by the same party.
 - (g) Fix/install the air-conditioner/coolers at any place other than the space(s) provided for in the tower design or project or open them upto the inside passage, common areas, or in the staircase, and shall ensure that no water drips from any cooler/air-conditioners.
 - (h) Construct any additional walls, fences or drains separating his premises from adjoining premises. The partition wall as may be provided by the Developer shall be maintained and repaired jointly by and with the adjoining Allottee at their own cost and expenses.

In case of default or contravention of this covenant, the Developer shall be at liberty to take such steps that may be necessary or requisite for remedying the said default/contravention.

28. That the Allottee hereby agrees that he shall comply with and carry out, from time to time after he has been put in possession or deemed possession of the said premises all the requirements, requisitions, demands and repairs which are required to be complied with by the Development Authority/Government or any other competent authority in respect of the said premises and the tower(s) and the land(s) on which the said tower(s) is standing at his own cost and keep the Developer indemnified, secured and harmless against all costs and consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

29. That the Allottee agrees and undertakes that he shall, after taking possession or receiving deemed possession of the said premises or at any time thereafter, have no right to object to the Developer constructing or continuing with the construction of the other tower(s) adjoining the tower, or otherwise in the site earmarked for Residential Complex revenue estate of Village Mauja, Sukhmalpur, Nijamabad, Near Saraswati Nagar, Tehsil & District Firozabad, in the State of Uttar Pradesh in the said Colony.
30. That the tower/complex in which the flat applied for is located shall be subject to U.P. Apartment Ownership Act, 1983 or any statutory enactments or modifications thereof.
31. That at the time of taking possession, the buyer shall also enter into a separate maintenance agreement. That the Allottee shall also pay to the Developer such charges as may be determined by the Developer and/or the Maintenance Agency appointed by the Developer for maintaining various services/facilities in the said Colony including expenses incurred for making arrangements for sanitation, street light, area security, water supply and its distribution systems until the same are handed over to a Local Body for maintenance. The Allottee shall deposit with the Developer at the time of possession, @Rs.50/- per sq.ft. by way of interest free maintenance security deposit. In case of default in payment of the aforesaid maintenance charges by the Allottee within 15 days of demand by the Developer/Maintenance Agency, the Developer shall be entitled to recover the same by way of appropriation from the aforesaid security deposit and balance, if any, in the Security Deposit account shall be refunded to the Allottee at the time of the handing over of the services to a Local Body/Authority as aforesaid.
32. That the Maintenance Charges will be fixed by the Developer/Maintenance Agency depending upon the maintenance costs. It is true the maintenance charges will have reasonable nexus upon the actual cost of maintenance incurred, but the decision of the Developer or the Maintenance Agency in this respect will be final and binding towards the costs of maintenance on all the Allottees. The reason is that unless a free hand is given, proper facilities for maintenance can not be provided. Initially these charges will be fixed by the Developer prior to delivery of possession of the said premises in terms of this Agreement and thereafter by the Maintenance Agency or the Body or Association, as the case may be. These charges will be paid at monthly intervals as decided by the Developer, before the delivery of the possession. However, the Developer at its absolute discretion may change the maintenance agency and the agency so selected will not be objected to by the Allottee.
33. That the Apartment hereby agreed to be sold as part of the Colony planned to be of high standards and it is in the interest of all Apartment Buyer/Occupiers that some safe-guards be provided to prevent entry of unauthorized person(s) into the said Colony including the common areas and facilities. To give an effective hand to the Developer or Maintenance Agency nominated by it, to deal with such unlawful entrants/loiterers/peddlers etc. and also to enable the Developer/Maintenance Agency in particular and Owners/Lawful Occupants of the various plots/towers in general, to deal more effectively with the security of the Colony and maintenance of order therein, it is considered that entry be regulated. For this, Developer/Maintenance Agency shall be free to restrict the entry of any one into the Colony whom it considers undesirable. The security services will be without any liability of any kind upon the Developer/Maintenance Agency. Security costs will be part of Maintenance Charges.
34. The Buyer agrees to pay directly or if paid by the Developer then reimburse to the Developer on demand the dues paid on account of Government rates, taxes and cess etc. by whatever name called, whether levied now or to be levied in future on the said site and/or the blocks constructed on the said site or apartment, as the case maybe assessable/applicable from the date of application of the Buyer and the same shall be borne and paid by the Buyer in proportion to the super area of the apartment in the said Complex. Further, the Buyer agrees and confirms that property/House Tax or any other fee or cess will be payable by the Buyer to the appropriate authority (ies) with effect from the date on

which the Complex becomes ready for occupation irrespective of the date of taking possession by the Buyer of the apartment. However, if assessment of Property/ House Tax is not made separately for each apartment and a consolidated demand is made by the Appropriate Authority to the Developer then the Buyer will pay his/her proportionate share to the Developer on the basis of the Super area of the apartment / Cost of the apartment as the case may be.

- . The Allottee shall deposit with the concerned authority, as and when required, security deposit in respect of water and electric meters and shall also bear the expenses for installation etc. of the said meters.
35. That the Allottee shall pay, as and when demanded by the Developer at the time of possession, the Stamp Duty, Registration Charges and all other incidental and legal expenses for execution and registration of Sale/Conveyance Deed in favour of the Allottee, in respect of the said premises which shall be executed and got registered after receipt of the full price, other dues and the said charges and expenses from the Allottee. The Sale/Conveyance Deed shall contain terms and conditions contained herein and such additional terms and conditions as are considered proper by the Developer. The Allottee shall not object to any such terms. The Allottee undertakes to pay the sale deed from the date of Developer intimating in writing the final payment at the time of possession failing which the Allottee authorises the Developer to cancel the allotment and forfeit the earnest money, processing fee, delayed payment interest etc. and refund the balance price paid by the allottee without any interest upon realization of money from resale/reallotment to any other party.
36. That it will be the obligation of the Allottee to maintain the said premises including the exterior thereof at their own cost and expenses. However, the Developer/Maintenance Agency or their surveyors and agents, with or without workman and others, at all reasonable times will be permitted by the Allottee to inspect the said premises and examine the state and conditions thereof and in the event any discrepancy in the maintenance of the exterior including but not limited to change in colour scheme of outer walls or any change in exterior elevation, design and inside structural changes etc. is pointed out by such agency it will be the sole responsibility of the Allottee to rectify all defects to the satisfaction of the Developer/Maintenance Agency and shall keep the Developer indemnified on all such account.
37. That the Allottee hereby covenants with the Developer to pay from time to time and at all times the amounts which the Allottee is liable to pay as agreed under this agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Developer and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance performance of the said covenants and conditions and also against any loss or damages that the Developer may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions and except in so far as the same are to be observed and performed by the Developer or its service agents.
38. That the Developer hereby authorises and permits the Allottee to raise finance/loan from any Financial Institution/Bank by the way of mortgage/charge/security of his apartment. The Developer/Financial Institution/Bank shall always have the first lien/charge on the said apartment for all its dues and other sums payable by the Allottee or in respect of the loan granted for the purpose of purchase of the said flat under this Agreement. In case of the Allottee who have opted for long term payment plan arrangement with the Developer or any Financial Institutions/Banks, the conveyance of the apartment in favour of the Allottee shall be executed only upon the Developer receiving no objection certificate from such financial institutions/banks.
39. That unless a Sale/Conveyance Deed is executed and registered, the Developer shall continue to be the Owner of the said premises and all amounts paid by the Allottee under

this Agreement shall merely be an advance payment for purchase of allotted premises and shall not give him any lien or interest on the said premises until he has complied with all the terms and conditions of this Agreement and a Sale/Conveyance Deed of the said premises has been executed and registered in his favour.

40. That the Developer shall, in its sole discretion, be entitled to appropriate the money received from the Allottee towards account and the appropriation so made shall not be questioned by the Allottee.
41. That in case the said premises are not used and occupied by the Allottee himself, he shall ensure that all obligations, liabilities and responsibilities devolving upon him under this Agreement shall be made by him equally binding on the occupier as part and parcel of the terms and conditions of the Agreement with the occupier.
42. That it shall be the responsibility of the Allottee to ensure that the persons to whom the said premises is let, sublet, transferred, assigned or given possession of, shall, from time to time, sign on all such application, papers and documents and do all acts, deeds and things as the Developer may require for safe-guarding the interest of the Developer and/or of the Allottee(s) in the said tower.
43. That the Allottee shall get his complete address registered with the Developer at the time of execution of this Agreement and it shall be his responsibility to inform the Developer by Registered A.D. letter about all subsequent changes, if any, in his address, failing which, all notices and letters posted at the first registered address will be deemed to have been received by him at the time when those would ordinarily reach such address and the Allottee will be fully liable for any default in payment and other consequences that might occur there from. .
44. That in case there are joint Allottees, all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him shall for all purpose be considered as served on all the Allottees and no separate communication shall be necessary to the other named Allottee(s). The Allottee has agreed to this condition of the Developer.
45. That the Allottee, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in FEMA and other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India.
46. That if the Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Allottee whether in or outside India for acquiring the said premises for the Allottee, the Developer shall in no way whatsoever be responsible and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer for the said premises.
47. That the Developer has entered into separate agreements with the Allottees of other Apartments and have incorporated therein the same and similar exceptions, reservations, obligations and restrictions imposed upon the Allottee and incorporated in these presents as intended to be binding on all the Allottees of apartment in the Residential Complex Anandkunj for the benefit of all the Allottees and occupiers of different apartment of the tower(s).
48. That failure of either party to enforce at any time, or for any period of time the provisions hereof shall not be construed to be a waiver of any of the provisions or of the right thereafter to enforce each and every provision.
49. That, if any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such a provisions shall be deemed amended or deleted in as far as it may be reasonably consistent with the purpose of this Agreement and to the extent

necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. In no circumstances it will render the agreement void.

50. That this Agreement is the only agreement touching upon the purchase of the Apartment by the Allottee and merges with all prior discussions or any other agreement or arrangement, whether written or oral, if any, between the parties and any variation in any of the terms hereto shall not be binding on the parties unless it is signed expressly by the parties.
51. That this Agreement shall be subject to force majeure conditions such as earthquake, strikes, lockouts, any act of God and/or any other factor beyond the control of the Developer. It is also subject to such Government regulations/default by the Allottee against any financial institutions as may be in force from time to time.
52. That all disputes or differences arising between the Developer and the Allottee in respect of any matter concerning this Apartment Buyers Agreement shall be subject to Arbitration of the Arbitrator to appointed by the developer under the Indian Arbitration and Conciliation Act. The finding of the Arbitrator shall be final and binding on both the parties. The courts of courts at Delhi/New Delhi only shall have the exclusive jurisdiction.
53. That for all intents and purposes, singular includes plural and masculine gender includes the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever the Allottee is a Joint Stock Developer or any other body corporate or organization or an association.

IN WITNESS WHEREOF the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the place and on the day, month and year mentioned hereinabove.

SIGNED AND DELIVERED by the within named

Allottee _____ at New Delhi on _____ in the presence of

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____

SIGNED AND DELIVERED by the within named:

Developer M/s. _____ . Ltd. by its duly Constituted Attorney/Authorised Signatory
Shri _____ at New Delhi on _____ in the presence of

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____

NOTE: PERSON SIGNING THE AGREEMENT ON BEHALF OF OTHER PERSON/FIRM/BODY CORPORATE SHALL FILE HIS AUTHORISATION/POWER OF ATTORNEY.