

FLAT BUYER AGREEMENT

THIS AGREEMENT is made at DELHI on this _____ day of _____.

BETWEEN

M/s JATASYA PROMOTERS PVT. LTD., a Developer incorporated under the Companies Act, 1956 having its registered office 385, Kohat Enclave, Pitampura, Delhi-110 088 and Corporate office at **806, 8th Floor, 'A' Block, Ithum Tower, Sector-62 Noida** acting through its Director _____ authorized hereinafter referred to as "DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in interest, assigns and legal representatives of the ONE PART;

AND

A. FOR INDIVIDUALS/JOINT PURCHASERS

Shri / Smt. _____
Son/Daughter/Wife of Shri _____
Resident of _____
PAN No. _____

PHOTO

2. *Shri / Smt. _____
Son/Daughter/Wife of Shri _____
Resident of _____
PAN No. _____

PHOTO

3. *Shri / Smt. _____
Son/Daughter/Wife of Shri _____
Resident of _____
PAN No. _____

PHOTO

(*To be filled in case of joint purchasers)

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

B. FOR PARTNERSHIP FIRMS

**M/s. _____ a partnership firm duly registered under the Partnership Act through its partner authorized by resolution dated _____ Sh./ Smt. _____ (hereinafter referred to as the 'Flat Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the OTHER PART. AND WHEREAS the Partnership Firm is competent to enter into this Agreement and execute this Agreement on the terms and conditions recorded hereunder.



C. FOR COMPANIES

** M/s. _____ a Company registered under the Companies Act, 1956, having its registered office at _____ through its duly authorised signatory Sh./Smt. _____ authorised by Board Resolution dated _____ (hereinafter referred to as the "Flat Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrators, successors in interest, nominees and permitted assigns) of the OTHER PART.

DEVELOPER'S REPRESENTATIONS:

- A. **WHEREAS M/S JATASYA PROMOTERS PVT. LTD.**, has acquired rights, title and in Group Housing No. GH01C, Sector-10, Greater Noida (West), district - Gautam Budh Nagar from **Greater New Industrial Development Authority (Greater NOIDA)** vide Lease Deed No. **20100**, Volume No. **11799** dated **19.10.2012** and is duly empowered to develop/build flats and allot, enter into agreement for sell/sub-lease and sell/sub-lease the flats with parking space in the Group Housing Complex.
- B. **AND WHEREAS** the Developer shall develop the said plot of Land by constructing thereon a Group Housing complex known as **Skytech – Colours Delight** in accordance with the sanctioned building plans and necessary permissions from the concerned **COLOURS AVENUE** government authorities.

ALLOTTEE'S REPRESENTATIONS :

- A. **AND WHEREAS** the Flat Allottee has agreed to the terms and conditions as set out in the application for the allotment of a Residential Flat with/without Parking Space details of which are given in Annexure – "A" annexed to this agreement (hereinafter referred to as the said "Flat").
- B. **AND WHEREAS** the Flat Allottee (s) has represented that he has applied for allotment of said Flat with full knowledge of all laws / notifications and rules applicable to the area in general and the arrangements pertaining to the said Complex named as **Skytech – Colours Delight** and as satisfied himself in respect of ownership title of the property in particular which have been **COLOURS AVENUE** explained by the Developer and understood by him.
- C. **AND WHEREAS** the Flat Allottee (s) has represented that he has seen and verified the relevant documents/papers pertaining to the said Complex and is fully satisfied that the title in the plot of the Land of the said Complex is marketable and the Developer has right and authority of marketing the Flats built in the said Complex to any party and the Flat Allottee (s) hereby accepts and agree/s to abide by the terms and conditions of this Agreement. Further the Flat Allottee (s) has also seen and understood the tentative plans, designs, and specifications of the said Flat and the said Complex and is and its desirous of purchasing the said Flat.
- D. **AND WHEREAS** the Flat Allottee (s) has confirmed to the Developer that he is entering into this Agreement with full knowledge of all the terms and conditions contained in this Agreement and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.
- E. **AND WHEREAS** the Developer relying on the confirmations, representations and assurances of the Flat Allottee (s), to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his application to allot the said Flat and has now agreed to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. That the Developer hereby agree/s to sell/sublease/transfer and the Flat Allottee (s) hereby agrees to purchase/take on sublease the Flat as described in Annexure-"A" to this Agreement in the said Complex as per plans and specifications



inspected, seen, agreed and accepted by him for a basic sale price plus other applicable additional charges as described in Annexure-"B" annexed to this Agreement in respect of the said Flat.

2. That the Flat Allottee (s) hereby agree/s to pay to the Developer the basic sale price and other development / preferential charges / additional charges as per the payment plan opted by the Flat Allottee (s) and described in Annexure-"B".
3. That the Flat Allottee (s) hereby agree/s that he shall pay the price of the said Flat and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Complex. It is further understood and agreed by the Flat Allottee (s) that the super area given in this Agreement is tentative and subject to change upon approval of final building plan(s) and/or on completion of construction of the Complex. The Flat Allottee (s) hereby agree/s that no claim, monetary or otherwise will be raised in case of any change.
4. That the Flat Allottee have agreed that the cost of development and construction of the said Flat can be escalate and the Flat Allottee (s) hereby agree/s /undertake to pay the incidental or circumstantial increase in prices of construction materials, labour, Flat area, Govt. rates, taxes, cesses, additional amounts to be paid on account of any court order of increase in farmers compensation shall have to be proportionately borne by the Flat Allottees etc., and / or any other charges which may be levied or imposed by the Govt./Statutory Authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc., of any Government or the Competent Authorities made applicable to the said Flat / said Complex requiring the Developer to provide pollution control devices, effluent treatment plant, water harvesting system etc. in the said Complex, then, the cost of such additional devices, equipments etc. shall also be borne and paid by the Flat Allottee (s) in proportion to the area of his/their Flat to the total area of all the Flats in the said Complex, as and when demanded by the Developer.
5. That the Flat Allottee (s) specifically agree/s that no right will accrue in favour of the allottee in the apartment until a sub-lease deed/sale deed is executed & registered, and the company shall continue to be the owner of the apartment and also the construction thereon and this allotment shall not give to the allottee (s) any right or title or interest therein even though all payment have received by the company. The company/developer shall have the first lien and charge on the apartment for all its dues that may become due and payable by the allottee (s) to the company.
6. The Super Area of the said Flat means the covered area of the said Flat including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lofts etc. and half the area of common walls with other premises / Flats which form integral part of said Flat and Common areas shall mean all such parts / areas in the entire said Complex which the Flat Allottee (s) shall use by sharing with other occupants of the said Complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, mummies, parking area, services areas including but not limited to, lift area, machine/pumping set room, security /fire control rooms, maintenance offices / stores, guards Cabin etc., if provided.
7. That it is further understood and agreed by the Flat Allottee (s) that the area of the said Flat given in this Agreement is tentative and subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Developer which may result in change (decrease/increase) in the area & cost of the said Flat, change in its dimensions, size, location, number, boundaries etc. The final area, size, location, number, boundaries etc., shall be confirmed by the Developer on completion of the Complex.
8. The Flat Allottee (s) hereby agree/s to pay Preferential Location Charges (PLC) for preferential location as described in this Agreement in the manner and within the time as stated in the Payment plan annexed herewith as Annexure-"B". However, the Flat Allottee (s) has/ have specifically agreed that if due to any change in the layout plan, the said Flat ceases to be in a preferential location, the Developer may adjust or refund only the amount of preferential location charges paid by the Flat Allottee (s) and such amount shall be adjusted in the last installment as stated in the payment plan annexed herewith as Annexure - "B". If due to any change in the layout plan, the said Flat becomes preferentially located, in such case, the Flat Allottee (s) shall be liable and agree/s to pay the amount as and when demanded by the Developer as preferential location charges.



9. That it is understood that external or peripheral services such as trunk water and sewer lines, storm water drains, roads, electricity, horticulture etc., are to be provided by the Govt. or the concerned authority up to the periphery of the said Complex.
10. The Flat Allottee (s) agree/s that specifications shown in the brochure / pamphlet / advertisings etc. are tentative and kind be modified due to technical & other reasons.
11. That it is an essential condition of this agreement that the said Flat shall always be used only for the purpose it has been allotted. Any change in the specified use, which is not in consonance with the theme of the said Complex or is detrimental to the public interest will be treated as a breach of the terms of the agreement entitling the Developer to cancel the agreement and to forfeit the entire amount deposited by the Flat Allottee (s). Thereafter, the Flat Allottee (s) shall not have any right, title or interest in the said Flat allotted to him/them.
12. That this Allotment is subject to the terms and conditions of sanction of layout plan and / or licenses issued by concerned department of **Greater Noida Authority**, Government or any authorities in respect of the said Land / said Complex of the Developer and the Flat Allottee (s) hereby accept/s and agree/s to abide by and to be bound by the same. The flat shall always be used only for the purpose it has been allotted. Any change in the specified use, which is not in consonance with the use of the complex or is detrimental to the public interest will be treated as a breach of the terms of the agreement entitling **Greater New Okhla Industrial Development Authority** to cancel the sublease. In case of cancellation of sublease deed by the **Greater New Okhla Industrial Development Authority**, the Developer shall not refund the money paid to it by the allottee.
13. That the Flat Allottee (s) hereby agree/s to make all the payments within time as per the terms of Schedule of Payments as mentioned above and / or as may be demanded by the Developer from time to time without any reminders from the Developer through A/c Payee Cheque(s)/Demand Draft(s) in favour of **"M/s Jatasya Promoters Pvt. Ltd."** payable at Delhi / NCR. The receipt of payment shall be issued by the Developer in the name of first Flat Allottee (s) [In case the said Flat is allotted to joint Flat Allottee (s)] irrespective of payment received from any other person.
14. That it is agreed by the Flat Allottee (s) that the timely payment of installments and other allied charges indicated herein is the essence of this Agreement. It shall be incumbent on the Flat Allottee (s) to comply with the terms of payment and the Flat Allottee (s) herein has/have agreed that the Developer is under no obligation to send reminders for payments. If payment is not received by the Developer within the period as indicated in the payment plan opted by the Flat Allottee (s) or if there is any other breach of terms of this Agreement, then, the allotment may be cancelled.
15. That in the event of failure of the Flat Allottee (s) to perform his/their obligations or to fulfill all the terms and conditions set out in this Agreement, the Flat Allottee (s) hereby authorizes to the Developer to forfeit, out of the amounts paid by him, the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable and the allotment of the said Flat shall stand cancelled. However, in exceptional circumstances the Developer may, in its absolute discretion, condone the delay in payment by charging prevailing market rate of interest. The amount paid over and above the earnest money, if any, shall however be refunded to the Flat Allottee (s) by the Developer without any interest after re-allotment of the said Flat and after compliance of certain formalities by the Flat Allottee (s).
16. That 10% of Basic Sale Price for the flat shall be treated to be the earnest money under this agreement. In the event of failure of the Allottee to pay the installments in time as agreed herein, the Developer shall have the right to terminate this agreement and forfeit the earnest money together with any interest on delayed installments/payment due or payable out of the amounts paid by him and the allotment of the flat shall stand cancelled.
17. That the Flat Allottee (s), if resident outside India, is/are solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India

etc. and provide the Developer with such permission, approvals etc. which would enable the Developer to fulfill its obligations under this Agreement. The Flat Allottee (s) hereby understand/s and agree/s that in the event of any failure on his/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and rules made there under as amended from time to time. The Developer shall not accept any responsibility in this regard.

18. That it is agreed by and between the Parties that unless a Sale Deed/Sub Lease Deed/Transfer Deed is executed and registered, the Developer shall continue to have authority over the said Flat and all amounts paid by the Flat Allottee (s) under this Agreement shall be a payment for purchase of the allotted Flat and shall not give him lien or interest on the said Flat until he has complied with all the terms and conditions of this Agreement and a Conveyance of the said Flat has been executed and registered in his favour.
19. That the Flat Allottee (s) is not 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 payments of administrative charges/documentation charges as it may deem fit only when the 90% of the total cost of the flat has been paid to the Developer. Any change in name (including addition / deletion) of the Flat Allottee (s) will be deemed as substitution for this purpose.
20. That the Flat Allottee (s) shall also be entitled to use the common areas and facilities within the said complex which may be outside the land underneath the said Complex Building earmarked as generally commonly used areas & facilities by all the occupants / users of the said Land. However, such generally common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the respective occupants for their use. It is further made clear to the Flat Allottee (s) that the Flat Allottee (s) shall have no right, title or interest in other unreserved covered parking spaces available to visitors / other occupants / users in the said Complex on payment of operational / maintenance charges and such parking spaces shall be under the exclusive ownership of the Developer and shall be dealt with by the Developer at its own discretion as it may deem fit.
21. That the Flat Allottee (s) further agree/s that the parking space(s) allotted to him / her for exclusive use shall be understood to be together with the said Flat and the same shall not have independent legal entity detached from the said Flat. The Flat Allottee (s) undertakes not to sell / transfer / deal with the reserved covered parking space independent of the said Flat. The Flat Allottee (s) undertakes to park his / her vehicle in the parking space allotted to him / her and not anywhere else in the said Land. The Flat Allottee (s) agree/s that all such reserved car parking spaces allotted to the occupants of the said Complex shall not form part of common areas and facilities of the said Flat. The Flat Allottee (s) agree/s and confirms that the reserved covered parking space allotted to him / her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, and repossession etc. of the said Flat under any of the provisions of this Agreement.
22. The construction of the towers A, B, D, E is proposed/likely to be completed by October 2020. However, due to force majeure circumstances, or subject to non availability of material etc., change of laws by Government/local authorities etc. No claim by way of damage, compensation shall be against the Developer in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Developer and possession of the unit as proposed by July 2021 shall be handed over in all respect, however in case of delay on part of developer company, the company shall be liable to pay penalty @ Rs. 5 (five only) per sq. ft. of flat area on monthly basis.

(a) The construction of new tower 'C' in the same complex will start on later stage with the additional FAR purchase by the developer/company from GNIDA as per the provision. The time line of completion & possession handing of units in 'C' tower will be different & intimated when the construction of 'C' tower will be started.

23. That the Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by act of God, fire, Storm, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer. Further, the Developer shall not be held liable for any delay in delivery of



possession of the said Flat to the Flat Allottee (s) .

24. That the Developer shall offer in writing to the Flat Allottee (s) to get the sale deed / sub-lease deed registered & take over, occupy and use the said Flat within thirty days from the date of offer of possession and the Developer shall hand over the said Flat to the Flat Allottee (s) for his occupation and use subject to the Flat Allottee (s) having complied with all the terms and conditions of this Agreement and is not in default under any of the terms and conditions herein and has complied with all provisions, formalities, documentation etc., as may be prescribed by the Developer in this regard.
25. That upon receiving a written intimation from the Developer, the Flat Allottee (s) shall within the time stipulated by the Developer in the notice offering possession, take over possession of said Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as the Developer may prescribe and the Developer shall after satisfactory execution of such documents and payment by Flat Allottee (s) of all the dues permit the Flat Allottee (s) to occupy and use the said Flat. If the Flat Allottee (s) fails to take over the said Flat as aforesaid within the time limit prescribed by the Developer in its notice, the said Flat shall lie at the risk and cost of the Flat Allottee (s) and the Developer shall have no liability or concern thereof. Further, in the event of his failure of getting the sale deed / sub-lease deed registered & to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Flat on expiry of thirty days of offer of possession for the purpose of payment of applicable maintenance charges or any other taxes, levies, outflows on account of the Flat or for any other purpose.
26. Further it is agreed by the Flat Allottee (s) that in the event of his failure of getting the sale deed / sub-lease deed & to take over the said Flat in the manner as aforesaid, the Flat Allottee (s) shall pay to the Developer holding charges at the rate of Rs. 5/- (Rs. five only) per sq. ft. of the super built-up area of the said Flat per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Flat till the entire holding charges with applicable over due interest at the rates as prescribed in this Agreement along with the applicable maintenance charges are fully paid. It is made clear and the Flat Allottee (s) agree/s 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.
27. That, if for force major reasons or for reasons beyond the control of the Developer, the whole or part of the Complex is abandoned or abnormally delayed, no other claim will be preferred except that Flat Allottee (s) money will be refunded from the happening of such eventuality after compliance of certain formalities by the Flat Allottee (s).
28. That the Flat Allottee (s) shall, after taking possession or deemed possession of the said Flat, as the case may be, or at any time thereafter shall have no objection to the Developer developing or continuing with the development of other Flats adjoining the said Flat sold to the Flat Allottee (s).
29. That the Developer is authorized to raise loan by creating mortgage of the Complex land /Apartments /Building from any financial institution, NBFC, Banks and the Flat Allottee (s) will have no objection in this regard.
30. That upon completion of the Complex, the Developer shall (subject to the whole of the consideration money and other charges and dues being received), execute and register the Sale Deed/Sub Lease Deed/Transfer Deed of the Flat in favour of the Flat Allottee (s) in such a manner as may be permissible at the cost and expense of the Flat Allottee (s) and on the terms and conditions of this Agreement except those omitted by the Developer as unnecessary and the terms and conditions, if any, imposed by the Authorities in this behalf.
31. That the Stamp Duty, registration fee, VAT and other charges for execution and register of this Agreement, Sale Deed/Sub Lease Deed/Transfer Deed any other documents with respect to the said Flat shall be payable by the Flat Allottee (s) within the time specified in call notice given by the Developer to the Flat Allottee (s). The Flat Allottee (s) shall be fully responsible for paying any deficient Stamp Duty and other charges to the Govt. authorities.
32. (a) That the Flat Allottee (s) will be entitled to possession of the said Flat only after all the amounts payable under this Agreement are paid and the Sale Deed/Sub Lease Deed/Transfer Deed in respect of the said Flat is executed and duly registered with the Registrar / Sub-Registrar concerned.

(b) That the Terrace rights of the Flat shall remain with the Developer unless allotted to Flat Allottee (s) against consideration. The Flat Allottee (s) shall have no objection if the Developer gives on lease or hire any part of the top roof / terraces above the top floor for installation and operation of antennae, satellite dishes, communication towers etc.

(c) No further construction / modification is permissible to the Flat Allottee (s) anywhere in the Flat including over the roof / terrace of the said Flat.

(d) That the Flat Allottee (s) shall not at any time demolish the said Flat or any part thereof nor will at any time make or cause to be made any additions or alterations of whatever nature to the said Flat or any part thereof which may affect the other Flat or common areas and the structure of the complex. The Flat Allottee (s) shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc or carry out any change in the exterior elevation or design.

e) Expenditure in obtaining clearance from Fire department and provision of fire fighting system equipment as per statutory requirements shall be shared by the allottees proportionately. Fire fighting equipment or preventive measure may be installed by the Firm in the common area if required by any law/bye laws or order or guideline of the Government/Statutory Authority or if deemed necessary by the flat allottees and the cost thereof shall be charged/chargeable extra from the flat allottees on pro-rata basis.

f) Expenditure on the provision of common facilities provided by the Firm shall be proportionately borne by allottees.

g) The stand-by generator for running the lifts (if any required as per statutory norms or provided by the Firm) and water pumps shall be provided by Firm without any extra cost but if common generator lines or any other power back up system is provided within the residential units, the cost of the system shall be borne by the allottees proportionately. The running costs of the power backup systems to the residential unit shall be proportionately borne by the allottees over and above the general maintenance charges.

h) The cost of external electrification of the complex, which includes proportionate cost of sub-station, cost of transformer, main electrical panel and cost of cable up to the distribution box will be paid by the allottees on sharing basis.

i) The Allottees shall be offered membership of the recreational club in the complex at the concessional rates but the allottee shall have no ownership right on club or club lawns.

j) Covered and open parking space shall be allotted on extra payments as fixed by the Firm.

33. (a) It is explained to the Applicant/allottee that the FAR of the project is with provision of 3.5 FAR. However, it may be increased in future subject to the change in GNIDA rules, regulation, permission, notification, direction order or due to change in law of land, time to time. Accordingly the developer may raise additional units/floor/tower over the plot of land/in project. In the said event/circumstances the allottee /applicant shall have no right entitlement and interest over the additional construction raised consequent to the increase in FAR. The applicant/allottee shall not create any hindrance in construction over enhance FAR directly or indirectly or by adopting any coercive method of any nature. It would be the sole desecration of the developer regarding the use of enhance FAR and the allottee shall have no right of any kind to challenge the same in any court & law or before any authority.

(b) That in the event, the Developer is able to get additional/purchasable FAR or it becomes possible to raise further construction then additional construction shall be made on the already approved towers/blocks/units and the developer shall be entitled to get the electric, water, sanitary and drainage system of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system in the complex. The Allottee hereby agrees not to object to any of such construction activities carried on the building/complex.

34. (a) The intending allottee shall sign a separate maintenance agreement with the Company / Maintenance Agency & make an interest free security deposit, sinking fund deposit as demanded by the Company/Maintenance Agency paid by the Allottee(s) to the Developer will be utilize for the development of maintenance facilities provided in the complex during the



initial year. The maintenance, upkeep, repairs, lighting, security etc., of the Complex including other common areas, landscaping and common lawns, water bodies of the Complex will be organized by the Maintenance Agency from time to time depending upon the maintenance cost. The Flat Allottee (s) shall be liable to make payment of such cost to the maintenance agency. In case of failure of Allottee to make payment of maintenance charges against stipulated period, he shall be liable to pay prevailing market rate of interest, non-payment shall also disentitle the Flat Allottee (s) to the enjoyment of common services including electricity, water etc.

(b) That the Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Agreement including for connections / disconnections of the electricity and water and / or for repairing / changing wires, gutters, pipes, drains, part structure etc. However, in case of urgency or exigency situation, the Flat Allottee (s) hereby authorizes the Maintenance Agency and their representatives, employees etc. to break the lock, door, windows etc. of the said Flat to enter into the said Flat in order to prevent any further damages / losses to the life / property in the said Flat / Building/Complex and the Flat Allottee (s) hereby agree/s that the said action of the Maintenance Agency and their representatives, employees etc. is fair and reasonable and he undertakes to not to raise any objection to such action.

Skytech – Colours Delight

35. That the said Complex shall be known as **COLOURS AVENUE**, and this name can be changed by the management of the company only & no Allottee will object for the same.
36. That the Developer shall have the first lien and charge on the said Flat, in the event of the Flat Allottee (s) parting with any interest therein, for all its dues that may become due and payable by the Flat Allottee (s) to the Developer under this Agreement.
37. That the terms and conditions contained herein shall be binding on the Allottee of the said Flat and default of the Occupier shall be treated as that of the Flat Allottee (s), unless context requires otherwise.
38. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable Super area of the said Flat, it is repeatedly and specifically made clear that it is only the inside space in the said Flat that has been agreed to be sold and the inclusion of the common areas in the computation does not give any right and title therein as such to the Flat Allottee (s).
39. That the Flat Allottee (s) shall not make noise pollution by use of loudspeaker or otherwise and / or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Complex; save and except at areas / places specifically earmarked for these purposes in the said Complex.
40. That it is clearly specified that the visitors / guests / relatives / staff of the Flat Allottee (s) / occupants of the Flat shall park their vehicles outside the complex or at the space earmarked by the Developer to avoid any inconvenience to the Flat Allottee (s) / occupants of the other Flats.
41. That the Flat Allottee (s) further agree/s that he shall not fix / install the Air Conditioners / Air Coolers or alike equipment at any place other than the spaces earmarked / provided for in the said Flat and shall not design or install or open them in the inside passages, common areas or in the staircases. The Flat Allottee (s) further ensures that no water shall drip from the said Air-Conditioners / Air Coolers or the like equipments in a way which may cause inconvenience to other Flat Allottee (s) / Occupants in the said Complex.
42. That the Flat Allottee (s) hereby agree/s that in case he avails loan facility for the purchase of the said Flat, upon execution and registration of Sale Deed/Sublease Deed/Transfer Deed regarding the said Flat, the original Sale Deed/Sublease Deed/Transfer Deed shall be received by the Developer on behalf of the Flat Allottee (s) from the registration office directly and shall be deposited with the concerned financing institute / banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations and the undertakings given by the Developer in this regard.

43. (a) That the Flat Allottee (s) shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the application form for allotment of the said Flat shall be deemed to be the registered address of the Flat Allottee (s) until the same is changed in the manner aforesaid.
- (b) That in case of joint Flat Allottee (s), all communication shall be sent by the Developer to the Flat Allottee (s) whose name appears first and at the address given by him and this shall for all purpose be considered as served on all the Flat Allottee (s) and no separate communications shall be necessary to the other named Flat Allottee (s).
- (c) That all letters, receipts, and / or notices issued by the Developer or its nominees and dispatched Under Certificate of Posting/Registered A/D/Speed Post / Courier Service to the last known address of the Flat Allottee (s) shall be sufficient proof of receipt of the same by the Flat Allottee (s) and which shall fully and effectually discharge the Developer nominee.
44. That for all intents and purposes singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably whenever Flat Allottee (s) is a joint stock Company, a firm or any other body corporate or organization or an association.
45. That, if at any stage this document requires to be registered under any law or necessity, the Flat Allottee (s) binds himself and agree/s to have the same registered through the Developer in his favour at his cost and expenses and keep the Developer fully absolved and indemnified in this connection.
46. That in case of any dispute & differences arising between the parties OR in relation to the interpretation of any clause of this Agreement, the same shall be referred to the sole arbitration of an Arbitrator to be nominated by the COMPANY, whose decision shall be final and binding on both the parties. All the arbitration proceedings shall be carried out in terms of the Arbitration and Conciliation Act, 1996 at New Delhi". Subject to the Arbitration as referred above, the courts at Delhi/New Delhi shall have the jurisdiction in all the matters arising out of / or touching upon and /or in connection with this Agreement.

IN WITNESSES WHEREOF the parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written herein above, and in the presence of the following witnesses.

WITNESSES :

1. Name :

Address :

2. Name :

Address :

(I) FLAT ALLOTTEE(S)

**SIGNED, EXECUTED & DELIVERED BY
For M/s Jatasya Promoters Pvt. Ltd.**

(II) FLAT ALLOTTEE(S)

(Authorized Signatory)



ANNEXURE - A

DETAILS OF THE RESIDENTIAL FLAT

All that Residential Flat bearing No. _____ in **Skytech – Colours Delight**
COLOURS AVENUE on _____ Floor, at **G.H. - 01/C,**

Sector-10, Greater Noida West having super area of approx _____ sq. ft., covered area _____ sq.ft.,
carpet area _____ sq. ft. with _____ parking space.

ANNEXURE-B

PAYMENT DETAILS OF THE RESIDENTIAL FLAT

Basic Price Rs. _____

Other Charges Rs. _____

GST on Basic Rs. _____

Bank Loan _____

GST on Other Charges Rs. _____

(Name)

Cost Rs. _____

Booking Amount Rs. _____

Balance Amount Rs. _____

Possession Amount Rs. _____

Total Rs. _____

(Rupees _____ only

ALLIED CHARGES & PAYMENT PLAN (As per Allotment Letter)

DP ☐ FLEXI ☐ CLP ☐ SPECIAL PLAN ☐

For M/s Jatasya Promoters Pvt. Ltd.

(Flat Allottee (s)

(Authorized Signatory)

(Flat Allottee (s)



Draft copy --Without Prejudice
ALLOTMENT LETTER

Date :

To

ABC

Address

Dear Sir / Madam

We are pleased to allot you a flat for which detail are given below :

Project Name : **Skytech - Colours Delight**
COLOURS AVENUE **GH01/C, SEC-10 Greater Noida (West)**

Unit No.:..... Floor: Type:

Super Area Built Up Area Carpet Area

Basic Cost :/-

Discount /-

Cost/-

GST @/-

Total Cost of Flat Rs./-

Rupees:

The above mentioned cost inclusive of :- One Covered / Mechanical Sharing Parking, 1(KVA) Power Backup, FFC, Club Membership, PLC,

Payment Plan: CLP

Payment Plan	%	Amount
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Note:

***Individual Electric Meter connection, EEC & Stamp Duty / Registration Charges & any other Governmental Charges, taxes shall be extra as applicable.**

*** Lease Rent @ 75/- per sq ft on super area.**

***An IFMS , Sinking Fund shall be extra as applicable.**

***All calculation , figures etc are subject to internal and external audit.**

All building plans , specification , layout plans are tentative and subject to variation & modification by the Company.

The Payment has to be made as per the Demand from the Company .If the Payment is not made within the time frame given by the company, then the booking will be treated as cancelled.

Thanking You,

For Jatasya Promoters Pvt Limited

For Jatasya Promoters Pvt Limited

Authorized Signatory

Accounts Manager

Customer Sig.

GST NO. : 09AACCJ9143N1Z0

REG.NO. : UPRERAPRJ6664