

FLAT BUYER'S AGREEMENT

THIS AGREEMENT is made at on this Day of 20.... between GIRIRAJ APARTMENTS PVT. LTD. a company registered under the Companies Act 1956 having its registered office at Arora Bhawan, Purana Shahar, Vrindavan (Mathura), U.P. (Herein referred to as the "Company" which expressions shall, unless repugnant to the context or meaning thereon, be deemed to include its successors, executors and assigns) through its duly authorized signatory Shri S/O Shri of the ONE PART.

AND

For Individuals

1. Shri/Smt./Km.
Son/Wife/Daughter of Shri
Resident of

2. Shri/Smt./Km.
Son/Wife/Daughter of Shri
Resident of

3. Shri/Smt./Km.
Son/Wife/Daughter of Shri
Resident of

(Hereinafter singly/jointly, as the case may be, referred to as the "Allottee/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 and permitted assigns) of the OTHER PART.

For Partnership Firm

**M/S a partnership firm duly registered under the Partnership Act having its office at through its partner Shri/Smt./Km. authorised by resolution dated (Hereinafter referred to as the "Allottee/ Flat Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership company and their heirs, legal representatives, administrators, executors, successors and permitted assigns) of the OTHER PART (Copy of resolution signed by all partners required and to be appended herewith).

For Company

***M/S a company duly registered under the Companies Act, 1956 having its office at through its duly authorised signatory Shri/Smt./Km. authorised by Board Resolution dated (Hereinafter referred to as the "Allottee/ Flat Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership company and their heirs, legal representatives, administrators, executors, successors and permitted assigns) of the OTHER PART (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required and to be appended).

** (fill in case of Partnership firm)
*** (fill in case of Company)

For Giriraj Apartments Pvt. Ltd.

Allottee(s)

Director

In this Agreement unless it is contrary or repugnant to the context:

The expression "HE/HIS in this Agreement includes the opposite gender and the singular includes the plural and vice versa, unless the context otherwise requires. These expressions shall be deemed as modified and read suitably and whenever the Allottee is a Joint Stock Company, Body Corporate or a Partnership Company or any Association of Persons and whenever there are more than one Allottee, the expression Allottee in this Agreement shall be construed as including each of such Allottee and their respective heirs, executors, administrators, legal representatives and permitted assigns etc.

- A. WHEREAS the company has acquired right, title and interest in land measuring approximately 6839.18 SQM at Gopal Garh Road, Near Priyakant Ju Temple, Vrindaban, Dist. – Mathura, U.P. (hereinafter referred to as the said Land) vide purchase deed dated and has framed a scheme for development, construction and sale of group housing project known as **SHRI KRISHNARPANAM** after due sanctions by Mathura Vrindaban Development Authority (hereinafter to as the said Project/Complex).
- B. AND WHEREAS the company offered the allotment and sale flats in the various blocks of buildings in the said Group Housing Project, **SHRI KRISHNARPANAM** on the terms and conditions broadly and generally contained in the said offer.
- C. AND WHEREAS the Allottee above named, agreeing to the terms and conditions as set out in the applications as set out in the application for allotment, has applied to the company vide application dated for the allotment of Flat No. in Block on Floor in the multi-storied Building having an approx. Super Area Sq. Fts. (Carpet Area Sq. Fts.) In the said Complex **SHRI KRISHNARPANAM**.
- D. AND WHEREAS the Allottee has taken inspection of the site, lay-out plans, building plans and documents of the project and has understood and satisfied himself about the rights and interest of the company in the said land and the rights of the company to develop, construct and market Flats/Apartments/Dwelling Units in the said project. The rules and regulations, laws applicable to the said Project, terms and conditions of sale/allotment of Flats/Apartments/Dwelling Units in the said Project, obligations and limitations of the Allottee in respect thereof have been explained by the company and understood by the Allottee and there shall not be any objection by the Allottee in this respect in future. The Allottee acknowledges and confirms that the company has readily provided all information/clarification as required by him and he has relied solely on his own judgment and investigation in deciding to enter into this Agreement and to purchase this Flat. The Allottee is also aware and acknowledges that the company has entered or shall be entering into separate agreements with other persons interested in acquiring the Flats/Apartments/Dwelling Units above, below and adjoining the Flat desired to be allotted to the Allottee or elsewhere in the said complex. The company has further clarified to the Allottee that this Agreement is confined and limited in its scope only to the Flat agreed to be purchased by the Allottee and the Building in which the said Flat is located.
- E. AND WHEREAS the company relying on the company actions, representations and assurances of the Flat Allottee to faithfully abide by all the terms, conditions and stipulations in the letter and in spirit contained in this Agreement has accepted in good faith his application to allot a Residential Flat and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

1. THAT in pursuance to the said application of the Allottee and the Allotment Letter of the company, the Allottee agrees to acquire from the company the Flat detailed below having a Super Area Sq. Fts. (Carpet Area Sq. Fts.) along with all easement rights attached herewith along with undivided proportionate share only in the land underneath the building in which the said Flat is located, calculated in the ratio in which the super area of the said Flat bears to the total super area of all the Flats in the said building for a basic sale price/ consideration of Rs.....
(Rupees only).

For Giriraj Apartments Pvt. Ltd.

Allottee(s)

Director

DETAILS OF FLAT:

Flat No. in Block on Floor

Super Area Sq. Fts. (Carpet Area Sq. Fts.) Type of Unit: Comprising of Drawing cum Dining Room + Bed Room/Rooms + Toilets + Kitchen + Balconies.

The Allottee has paid till date to the company a sum of Rs. (Rupees only) and the Allottee hereby agrees to pay the balance consideration and other charges as per said Schedule of Payment in Schedule 'A'.

2. THAT it is understood and agreed by and between the parties that the plans, designs, dimensions and layouts of the said Flat/Building/Project as shown in the said brochure/documents are subject to alterations and modifications by the company, the architect and/or any competent/sanctioning authority before or during the course of construction and the Allottee agrees that the company shall be entitled to do so without any objection or claim from the Allottee and it shall not be necessary on the part of the company to seek consent of the Flat Allottee for the said purpose. The dimensions/ sizes shown in the brochures are indicative and subject to variations within reasonable limits. It is also agreed that if due to such changes, there is any increase/decrease in Super Area, the revised consideration for the said Flat based on the revised area will be applicable at the original rate at which the said Flat was booked/allotted.
3. THAT the Allottee is agreed and confirmed that if there be any variation in the said Flat after the Agreement due to any reason, in such a case the payment for the excess/shortfall in area shall be paid/refunded, as the case may be, proportionately at the same value as agreed in the Agreement. However, if such variation in area/design be unacceptable to the Allottee of the Flat, the company shall offer alternate unit of the same type if available and in the event of non-acceptability by the Allottee or non-availability of alternate unit, the company shall be responsible to refund only the actual amount received from the Allottee till then and will not be liable to pay any other damages to the Allottee whatsoever.
4. THAT it is agreed and confirmed that the Allottee shall be entitled to the ownership rights and rights of usage only as per details given below:
 - (i) The Allottee shall have ownership of the said Flat area only i.e. built up Area of the said Flat as described above.
 - (ii) The Allottee shall also have undivided proportionate share in the common areas and facilities within the said Building in which the said Flat of the Allottee is situated only. As the share of the Allottee in the common areas and facilities is undivided and can not be separated. This would require him to use the common areas and facilities within the said building in which the said Flat of the Allottee is situated only harmoniously along with other Allottees / occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. However the right of the Allottee to use the said common areas and facilities within the said building in which the said Flat of the Allottee is situated only shall be subject to the timely payment of maintenance charges.
5. THAT saves and except in respect of the said Flat herein allotted as aforesaid together with all easement rights attached therewith including common and undivided right of use of all common facilities and of ingress and egress over common areas, all rights and interest in the common areas and facilities, open spaces, roofs/terrace of buildings, basements, parking spaces and all un-allotted/unsold areas in the said buildings/complex shall continue to vest in the company until the same or any part thereof is specially transferred in any manner to any persons and/or body or association. All lands except the general commonly used areas, facilities and amenities, public roads, land etc. within the said complex earmarked for common use falling outside the land underneath the said building in which the said Flat of the Allottee is situated including Stilts/ Basements of the said building, are specifically excluded from the scope of this Agreement and Allottee shall have no ownership rights, or rights of usage, or no claim whatsoever in such lands, areas, facilities and amenities within the stilts/basement of the said building/complex. The Allottee hereby agree and understand that he shall never claim any rights, title nor any interest in these lands, areas, facilities and amenities, as they are specifically excluded from the scope of this Agreement and are not included in the computations of super area in any manner. The company shall have the sole right and absolute authority to deal with such lands, areas, facilities and amenities in any manner including by way of sale, transfer, lease, or any other mode which the company may deem fit in its sole discretion.

For Giriraj Apartments Pvt. Ltd.

Allottee(s)

Director

6. THAT the Allottee shall make timely payments of all amounts under this Agreement as per Schedule of Payments detailed in Schedule A whether demanded or not by the company and without any reminders from the company through Account Payee Cheques/Demand Drafts in favour of **GIRIRAJ APRTMENTS PRIVATE LIMITED**. Payable at Vrindaban. No outstation Cheque shall be accepted.
7. THAT the Allottee shall comply with all legal requirements for purchase of immovable property wherever applicable after execution of the Flat Buyer's Agreement and shall sign all requisite application forms, affidavits, undertakings, any other papers/documents etc. in this regard. The Allottee shall also comply with the requirements of the Income Tax Act, 1961, as applicable, if any and he alone shall be responsible for the consequences due to his failure to comply with the same.
8. THAT the Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 2001, Reserve Bank of India Act and Rules made thereunder, and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, the Allottee agrees to intimate the same in writing to the company immediately.
9. THAT the Allottee authorizes the company to adjust/appropriate all payments made by him under any head(s) of dues/expenditures against outstanding if any in his name as the company may in its sole discretion deem fit and the Allottee undertakes not to object/demanded/direct the company to adjust such payments in any manner otherwise than decided by the company in its sole discretion.
10. THAT time is the essence with respect to the Allottee's obligation to pay the price/consideration of the said Flat in accordance with the Schedule of Payment in Schedule A along with other payments such as applicable stamp duty, registration fee, one time maintenance charges and all other charges, as stipulated under this Agreement to be paid on or before due date or as and when demanded by the company as the case may be also perform or observe all other obligations of the Allottee under this Agreement. It is clearly agreed and understood by the Allottee that it shall not be obligatory on the part of the company to send demand notices/reminders regarding the payments to be made by the Allottee as per Schedule of payment (Schedule A) or obligations to be performed by the Allottee.
11. THAT in case the Allottee fails to make payment of installment and other dues within 30 days from the due date of the said amount become payable and/or committing default in payment on due date under this Agreement twice and/or on the Allottee committing breach of any of the terms and conditions herein contained, the allotment of the said Flat shall automatically stand cancelled without any prior intimation to the Allottee and all rights and interest of the Allottee over the said Flat shall stand extinguished and the Allottee shall have no further right, claim or lien over the said Flat and the company shall be entitled at its own option to cancel and terminate this Agreement and to allot the said Flat to any other person(s), forfeit the earnest money being 10% of the basic sale price together with interest for overdue payment and any other charges due out of total sum paid by the Allottee and to refund the balance amount, if any, paid over and the forfeited amount without interest after 120 days from date of cancellation of allotment. It is agreed and accepted by the Allottee that forfeiture of earnest money and other dues is just, proper and reasonable. However in exceptional and genuine circumstances, the company may at its sole discretion, condone the delay in payment exceeding 30 days by charging interest @ 9% per annum compounded every month and restore the allotment to the Allottee.
12. THAT it is agreed and understood between the parties hereto that the provision of acceptance of interest on late payment by the company shall under no circumstances be construed to mean any general relaxation in the payment of future dues of the company by the Allottee or any amendment in terms of payment or to cause any prejudice in any way to right of the company to take action under the terms of this Agreement, since payment as set out in Schedule of Payment in Schedule A annexed herewith shall always remain the essence of this Agreement.

For Giriraj Apartments Pvt. Ltd.

Allottee(s)

Director

13. THAT it is agreed by and between the Parties that for construction and development of the said complex, the company shall be entitled to obtain loans from any bank or institution or third party by creating equitable or any legal mortgage of the said and the Flats/Buildings thereon either in full or in part. The company hereby agrees to execute and register the Sale Deed in respect of the said Flat and transfer the said Flat to the Allottee free from all encumbrances.
14. THAT it is agreed and confirmed that the title and ownership of the said Flat shall be with the company until a Sale Deed is executed and registered in favour of the Allottee, even though all sums payable under this agreement against purchase of the said Flat have been received by the company. Until the Sale Deed is executed and registered in favour of the Allottee, any payment received under this Agreement as per schedule A, shall be treated as part payment towards consideration payable against purchase/acquisition of the said Flat by the Allottee from the company. In the event of the failure by the Allottee to pay on time such sums as are due under this Agreement, the company shall be entitled to cancel this Agreement and sell the said Flat to any other person, forfeit the earnest money and recover over due interest and other dues from the Allottee.
15. THAT the company shall be responsible for providing internal services within the peripheral limits of the said complex, which inter alia include (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines, (iv) laying of internal electric lines. However, it is understood that external or peripheral services, such as, water supply lines, sewer and storm water drains, roads, horticulture, electric power supply connection are to be provided by the Government or the concerned Local Authority up to the periphery of the complex.
16. THAT if the Allottee desires, the company shall facilitate him in availing housing finance from any financial institution/bank or any other source for purchase of the said Flat. The responsibility of getting the loan sanctioned and disbursed as per company's Schedule of Payment given in Schedule A shall rest exclusively on the Allottee and the terms of the financing agency shall be binding and applicable upon the Allottee only. In the event of the loan not being sanctioned or disbursement getting delayed, the timely payment to the company as per the Schedule of Payment shall be the responsibility of the Allottee. It is however, agreed by and between the Allottee and the company that the company shall not be responsible in any manner whatsoever for the lien and encumbrance of the housing finance company in respect to the housing loans obtained by the said Allottee for financing the purchase of the said Flat and he alone shall be responsible for the same.
17. THAT the Allottee further covenants that, pending registration, he shall not sell, transfer, assign or part with his rights to purchase/ acquire the said Flat under this Agreement until all the sums payable by him upto the date of such transfer as per the Schedule A to the company are fully paid. It is clearly understood that this Agreement or any interest of the Allottee in this Agreement shall not be assigned by the Allottee without prior written consent of the company which may be given by the company subject to applicable laws and notifications, and will not be withheld unreasonably. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the company shall always be kept indemnified against all consequences out of such assignment.
18. THAT company based on its present plans and estimates and subject to all just expectations, expects to complete construction of the said Flat and the said building and deliver possession of the said Flat to the Allottee by with a grace period of (.....) months subject to delays due to delay in payment of installments by the Allottees of other units, delay in getting electric connection, sewer connection, drainage or any other connections and/or delays due to force majeure conditions and reasons beyond control of the company, in which case the time for completion shall be deemed to be reasonably extended.
19. THAT the operation and maintenance of various common services and facilities in the said complex (Complex Maintenance and Management charges - CMM) are proposed to be undertaken / delivered under a one time payment which will allow these services to be rendered for life. It is proposed that the one time payment for this purpose (amount as mentioned in the schedule A - "One time maintenance charges") be made on possession, to the company directly or at its discretion, to a facility management (FM) agency owned or nominated or organized by the company. The company hereby assumes full responsibility for the acts of the FM agency, and assures the safe custody of the moneys so collected, and the continuing operations & maintenance of the common services and facilities, as mentioned in para 21.

For Giriraj Apartments Pvt. Ltd.

Allottee(s)

Director

20. The company reserves the rights to enhance the maintenance charges payable in consultation with the allottee(s) / residential association / society mentioned per para 23 below, by way of further one time/ annual/ monthly charges, if the maintenance charges fall insufficient for the proper maintenance of the complex.
21. THAT the aforesaid Complex Maintenance and Management (CMM) Charges shall include costs and expenses of following services:
 - (i) House Keeping of common area
 - (ii) Watch & Ward of Security of the complex
 - (iii) Operation and Maintenance of common facilities
 - (iv) Horticulture of common area
 - (v) Annual Maintenance Contracts for lifts and other common equipments in the complex
 - (vi) Electricity bills of common area
 - (vii) Administrative Expenses including salaries of maintenance and other staff
 - (viii) Running & Maintenance Cost of Generator back up to the common area
 - (ix) Cost of repairs of common area, boundary wall, drains parking area, community area, temple etc.
22. THAT the recurring monthly cost of generator power back up to the Flat of the Allottee shall be borne by the Allottee separately as billed/ based on actual expenses incurred on pro-rata basis.
23. Representatives of the duly constituted Residential Association / Society framed out of the flat owners (allotees) of the said complex would be represented on the FM agency operations and the said Association/Society shall be consulted while taking decisions in respect of these Maintenance and Management Services.
24. The Allottee of the Flat agrees and confirms that he shall be binding by the rules and regulations regarding Complex Maintenance and Management Services to be framed by the said FM agency and he shall pay Complex Maintenance and Management Service Charges as decided by the FM agency in consultation with the said Association/Society in the future.
25. THAT after possession and /or conveyance of the said Flat, if at any stage the Allottee decides to sell and /or transfer the said Flat, he shall be bound and obliged to clear and make payment due of all CMM charges and Bills raised by FM Agency which are outstanding and to request for a No Dues Certificate from the FM Agency, which shall not be unreasonably withheld. The Allottee shall inform the company and/or FM Agency the name, address and other particulars of the new purchaser/assignee of the said Flat.
26. THAT the Allottee agrees to become a member of Residents Association/Society which may be formed comprising of all the Allottees/Occupants of the said Complex and to pay fees and subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the company for this purpose. Such Society/Association shall be required to maintain common services and facilities provided in the said Complex up on handing over of the said common services and facilities to the association of Allottees of the complex. The Allottee shall be liable to pay membership fees or any other charges as applicable, as well as the maintenance charges to the said Association or Society as and when it is formed.
27. That the Vendor has registered the said Group Housing Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Act Authority at UP RERA on 13/07/2020 under registration no.
28. The Vendee shall take the flat as it shall stand as per the sanctioned plan provided however the vendee hereby empowers the Vendor to make minor additions and alterations in the said flat subject to compliance of RERA Act, 2016 (if any).
29. THAT the Allottee further covenants and agrees:

For Giriraj Apartments Pvt. Ltd.

Allottee(s)

Director

- (a) That the existing use of the said Flat is residential. The Allottee shall, therefore, not use the said Flat herein agreed to be sold for any illegal, commercial or immoral purpose or use it so as to cause nuisance, annoyance or risk to the owner/occupiers of other flats and the Building/Complex.
- (b) That the Allottee shall carry out all internal repairs of the said Flat at his own cost and maintain the said Flat, his periphery walls and partition walls, floors, roof, sewers, drains, pipes and appurtenances thereto in the same good tenable repair, state, order and conditions in which delivers to him and particular, to protect the other parts of the building and to prevent any seepage, leakage, flooding or damage to any other part of the building. The Allottee further covenants to observe all the rules and regulations of the Authority, Municipal Corporation/Local Body and keep the company and owners/occupiers of other flats in the said building/complex indemnified, secured and harmless against all costs, consequences and damages arising out of any breach, default or non-compliance of the same by the Allottee.
- (c) That the Allottee covenants with the company and the Allottees of other flats in the said building/complex that he shall not any time make any structural change or demolish or cause to be demolished the said Flat or any part thereof nor will he at any time make or cause to be made any addition or alteration of whatsoever nature to the said Flat or any part thereof without previous written consent of the company and the Authority as this may endanger the said Building. The Allottee shall also not make any alteration/addition which may affect the façade of the building.
- (d) That the Allottee shall not remove the floor, roof and any walls of the said Flat including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the Flat(s) above, below and adjoining the said Flat.
- (e) That the Allottee shall at no time demand partition of his own interest, if any, in the said Land, the said Building and the said Flat or any part thereof, it being hereby agreed and declared by the Allottee that his interest in the said Land, the said Building and the said Flat is undividable.
- (f) That the Allottee shall not construct anything whatsoever upon or over hanging the said Land, the said land kept uncovered and un-built or upon the building (including terrace).
- (g) That the Allottee shall not cause obstruction or hindrance of any nature to the staircases/ driveways and any other common passages and areas within the said building/ complex and services and facilities therein in any manner whatsoever nor shall do anything which may hinder/obstruct the proper and uninterrupted use of such common areas/facilities by the Allottees of other flats.
- (h) The Allottee agrees to observe and abide by all the rules and regulations framed by the company, FM/Maintenance Agency and/or Residents Association with regards to any or all the above covenants and the use of said Flat and the common areas and facilities in the said complex.
- (i) That all charges payable to various departments for obtaining service connections to the Flat like electricity, telephone etc. including security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the Allottee.
30. THAT it is understood and agreed by and between the parties that the company is entitled to allot the right of exclusive use of terrace/ stilt/ basement/ swimming pool/ club house or any part thereof to any Allottees as attached to his unit/ to any other person, association, body corporate after earmarking area for common services like water tanks, antennas etc. which shall always be open to approach by Allottees/occupants of all the units in the said building/complex for maintenance, repair and replacement etc. The company reserves the right to give on lease or hire or make further constructions on top floor/terrace above the top floor or part thereof [excluding exclusive terrace forming a part of penthouse(s)] of any of the building in the said complex for installation and operation of antennas, satellite dishes, communication towers, other communication equipments or to use/hire/lease the same for advertisement or any other purpose and the Allottee agrees that he shall not object to the same and make any claim on this account.

For Giriraj Apartments Pvt. Ltd.

Allottee(s)

Director

31. THAT the construction of the whole project/complex may be done in phases which may cause some unavoidable inconveniences to the Allottees/residents of earlier phases and the Allottee agrees that he shall not have any objection to the same.
32. THAT the Allottee agrees that in case at any stage additional construction in the complex is permitted, the company shall have the sole right to undertake and dispose of such construction without any objection or claim from the Allottee. The Allottee agrees and authorize the company to make additions to or put up additional structure in/upon the said building or additional building(s) and/or structure anywhere in the said complex as may be permitted by the competent authorities and such additional flats/building(s)/structures shall be the sole property of the company which the company will be entitled to dispose off in any way it chooses without any interference on the part of the Allottee(s). The Allottee agrees that the company shall be entitled to connect the electric, water, sanitary and drainage sources to such additional construction
33. THAT the Allottee has understood and agrees that certain Flat ownership laws may be applicable either presently or in future on the said Flat/Building/Complex and the Allottee agrees to comply as and when applicable and from time to time, with the provisions of such laws or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.
34. THAT it is understood and agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Flat/Building/Complex shall equally be applicable to and enforceable against any and all occupiers tenants, licensees and/or subsequent purchasers/assignees of the said Flats in all the buildings in the said complex/project.
35. THAT in any case, if any provision of this agreement shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
36. THAT this Agreement along with all its annexure and the application is the only Agreement and constitutes the entire Agreement between the parties with respect to the purchaser of the said Flat by the Allottee and supersedes any and all understandings, any other agreements, correspondences or arrangements whether written or oral, if any, between the parties. The terms and conditions of the application shall continue to prevail and be binding on the Allottee save and expect in case where they are at variance with the terms and conditions of this Agreement in which case the terms and conditions of this Agreement shall prevail and shall supersede the terms and conditions contained in the application. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or addition in provisions of the Agreement must be set forth in writing duly signed by both the parties.
37. THAT this Agreement containing 10 (Ten) pages is being executed in two copies in original and each party shall retain one copy which shall contain signatures in original of both parties. The execution of this Agreement will be complete only upon its execution by the company through its Authorised Signatory at the company's corporate office at Vrindaban after both the copies duly executed by the Allottee are received by the company within 30 days. Hence this Agreement shall be deemed to be executed at Vrindaban even if the Allottee has prior thereto executed this Agreement at any place(s) other than Vrindaban.
38. THAT all notices to be served on the Allottee and the company under this Agreement shall be deemed to have been duly served if sent to the Allottee or the company by registered post at their respective addresses specified below:

The Company: GIRIRAJ APARTMENTS PRIVATE LIMITED
ARORA BHAWAN, PURANA SHAHAR,
VRINDABAN – 281 121, DIST. – MATHURA (U.P.)

For Giriraj Apartments Pvt. Ltd.

Allottee(s)

Director

The Allottee:

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PIN

It shall be responsibility of the Allottee to inform the company by registered post about all subsequent changes, if any, in his address, failing which all communications and letters posted at the above address of the Allottee will be deemed to have been received by him at a time when those would ordinarily reach such address. In case of joint Allottees, communications shall be addressed to the first Allottee at the above address and shall be deemed to have been served on all the joint Allottees.

37. THAT all or any dispute arising out of or touching upon or in relation to the terms of this Agreement shall be settled amicably by mutual discussion failing which the same shall be through arbitration. The arbitration proceedings shall be governed by the Arbitration Conciliation Act, 1996 or any statutory amendments/modifications thereto for the time being in force. The Courts at Mathura only shall have jurisdiction in all matters arising out of/touching and/or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at Vrindaban.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day, month and year first written hereinabove in presence of the following witnesses.

EXECUTED AND DELIVERED BY THE WITHIN NAMED

Witness:
.....
.....
.....
.....
.....

Signature:
.....
Name
(FIRST ALLOTTEE)

Signature:
.....
Name
(SECOND ALLOTTEE)

EXECUTED AND DELIVERED BY THE WITHIN NAMED

Witness:
.....
.....
.....
.....

For Giriraj Apartments Private Limited
.....
Name
(Authorised Signatory)

Place:
Date:

Allottee(s)

For Giriraj Apartments Pvt. Ltd.
Director

**ANEXURE 'A'
SCHEDULE OF PAYMENT**

Name of First Allottee	
Name of Second Allottee	
Name of Project	Shri Krishnarpanam
Project Location	Gopal Garh Road, Near Priyakant Ju Temple, Vrindavan
Type of Unit	
Flat No.	
Block	
Super Built-up-Area	(Carpet Area Sq. Fts.)
Payment Plan	Down Payment Plan/ Installment Plan

STATEMENT OF AMOUNTS PAYABLE

Basic Sale Price (BSP)	Rs.
Maintenance Charges (On Possession)	Rs.
Total Amount Payable	Rs. (Rupees) Only

DOWN PAYMENT PLAN

Time	BSP	AMC	Any Other Charge	Total Amount (Rs.)
On Booking				
Within 30 days of booking				
On Possession				
Total (Rs.)				

INSTALLMENT PLAN

Time	BSP	AMC	Any Other Charge	Total Amount (Rs.)
On Booking				
On or before				
On or before				
On or before				
On or before				
On possession				
Total (Rs.)				

For Giriraj Apartments Pvt. Ltd.

Allottee(s)

Director