

Residential Space Buyer's Agreement

This agreement together with annexure is made and executed on at Ghaziabad(**"Agreement"**) by and between

M/S. _____ Private Limited, a company incorporated under the company Act 1956 having its Corporate office at _____ through its authorized signatory, Mr. _____ S/O _____ duly authorized signatory vide a Board Resolution dated (hereinafter referred to as the **"Company"**) which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives and assigns) of the **First Part**.

AND

1. Mr./Ms./ Mrs.

.....
.....

Son/ Daughter/ Wife of

Mr.....

.....

R/O.....

.....

.....

.....

Email:.....M

obile.....PAN No.....

COMPANY

PROSPECTIVE ALLOTTEE(S)

2. Mr./Ms./ Mrs. _____
 Son/ Daughter/ Wife of _____
 R/O _____

 Email _____ Mobile _____
 PAN No. _____
3. Mr./Ms./ Mrs. _____
 Son/ Daughter/ Wife of _____
 R/O _____

 Email _____ Mobile _____
 PAN No. _____
4. Mr./Ms./ Mrs. _____
 Son/ Daughter/ Wife of _____
 R/O _____

 Email _____ Mobile _____
 PAN No. _____

OR

[For Firms/Companies]

M/S _____
 A proprietor firm/ partnership firm/ company incorporated under the company Act 1956 having
 its registered office at _____

 Through its duly authorized signatory Mr./Ms./Mrs. _____
 Son/ Daughter/ Wife of _____
 R/O _____
 Email _____ Mobile _____
 PAN No. _____

Hereinafter jointly or individually as the case may be referred to as “**Allottee(s)**” which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors, representatives and assigns) of the **Second Part**.

Whereas:

- A. The Freehold Group Housing plot measuring 2002.84 Square Meters, permissible FAR and Ground Coverage 2.5/35%, in Sector - 4 Vaishali scheme, Ghaziabad, (U.P.) for the aforesaid project has been allotted to the company by the Ghaziabad Development Authority (hereinafter referred to as “GDA” - a body created under the provisions of U.P Urban planning Act , 1973), under it’s scheme of Two Bids System vide its allotment letter no. 351/Vya.Anu/11 dated 01.07.11, and subsequent

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Agreement to Sale dated 22.01.13 registered with the Sub Registrar IV, Ghaziabad, on 28.01.13 vide Serial No. 3905 in Book No. 1.

- B. The Allottee(s) has / have approached the company to purchase a Flat in the said project and demanded company inspection of the site, tentative plans, ownerships record and other documents relating to the title, competency and all the other documents pertaining to the said land and project, which has been provided to the Allottee(s) on demand of the Allottee(s), by the company.
- C. The Allottee(s) has / have after fully satisfying themselves applied to the company for the allotment of Flat No. _____ Floor _____ having a super area / saleable area (approximately) of sq.ft., or thereabouts, as on site hereinafter referred to as the “**said premises**”.
- D. The Allottee(s) acknowledge the company has readily provided all information, clarifications, etc., as required by them and that the Allottee(s) has relied solely on his/ her/ own judgment and investigations while deciding to execute this agreement. No other oral or written representation or statement made by the **Company** or its any representative/ channel partner/ employee (s) shall be considered to be part of this Agreement.
- E. It is specifically clarified by the Company and accepted by the Allottee(s) that the Layout Plan of the said premises as depicted in the Floor Plan, annexed herewith and its Super Area / saleable area, which forms the basis for calculation of the Sale Consideration under this Agreement is subject to change till construction of the said Project in all the respects, if, any change in super area / saleable area takes place, it shall automatically change the consideration of the unit also.
- F. The super area / saleable area of the said premises shall mean carpet areas, balcony areas, cupboard areas, external walls & column areas and common areas (On Pro-rata basis).
- G. The Allottee(s) is aware of the facts and legality, that the Company is in the process of developing the said project on the said land, and in pursuance thereof it is understood and agreed by the Allottee(s) that the location of the said premises and its super area / saleable area are tentative and subject to changes.
- H. The Allottee(s) has represented and warranted to the Company that it has the power and authority to enter into and perform this Agreement.
- I. The Company has made it clear to the Allottee(s) that it shall be carrying out extensive development /construction activities now and for long time in future in the entire area falling outside the Unit and the Allottee has confirmed that he shall not raise any objection or make any claims or fail to pay installments in time as stipulated in the Payment Plan on account of inconvenience, if any, due to such construction activities.

NOW THEREFORE, THIS ALLOTMENT LETTER WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE BUILDER AND

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THE ALLOTTEE(S) AS FOLLOWS:

1. **CONSIDERATION AND OTHER CONDITIONS :**

- 1.1 The cost of construction of the Flat is Escalation Free subject to Force Majeure, the Allottee(s) hereby agrees to pay additional charges due to increase in super area / saleable area, external charges, internal charges and other applicable charges, levies, taxes, cess, value added tax, service tax or any other tax demanded or imposed by the Government, at present or in future. The Company hereby agrees to sell, transfer and convey the said Premises having tentative Super Area / saleable area square feet or thereabout, as on site, at a consideration set out in the cost sheet & payment plan annexed herewith as **Annexure -1** of this Agreement. If due to any subsequent legislation/government order or change in Fire Code or National Building Code or if deemed necessary by the company at its sole discretion, additional fire safety measures are undertaken, then the Allottee(s) undertakes to pay within 15 (fifteen) days from demand, the additional expenditure incurred thereon along with other Allottee(s) on basis of super area / saleable area.

Allottee(s) understands and undertakes that if there is any increase in any of the taxes, which are levied at present, including the incidental statutory demands, the same shall be borne by the Allottee(s) in proportion to the super area / saleable area of the said premises. The Allottee(s) undertakes to pay such proportionate amount, if any, promptly on demand by company or through general notification. All the payments made by the Allottee(s) herein under this Agreement shall be made by way of a local cheque/ Pay Order or Demand draft payable at New Delhi. If any provision of the existing or future laws, guide lines direction etc. of government of the competent authorities is made applicable to the unit/complex requiring the company to provide pollution control devices, effluent treatment plant etc. in the complex, in such event, the cost of such additional devices equipment etc. shall be borne and paid by the intending Allottee(s) in proportion to the super area / saleable area of his/her as and when demanded by the company.

- 1.2 The final super area / saleable area of the said premises shall be determined after completion of the said project and after accounting for changes, if any, on the date of possession. The final and confirmed areas shall be incorporated in the Sale Deed. Any increase or decrease in the super area / saleable area of the said premises shall be payable or returned, as the case may be, without any interest thereon and at the same rate as agreed above. No other claim, whatsoever, monetary or otherwise shall lie against the Company or be made by the Allottee(s) against the Company.
- 1.3 The Allottee(s) understand, agree and acknowledge that although the consideration for the said Premises is calculated on the basis of the super area / saleable area, what is being agreed to be sold/ transferred/ conveyed/ leased herein is only the actual covered area comprising the said premises. **However, subject to the due observance and compliances, it is obligatory under this Agreement and the Maintenance Agreement to be executed in due course, including due payments of Maintenance and additional charges there under, the Allottee(s) shall have non-exclusive and common rights along with the other lawful occupants of the said project to use the common areas and facilities provided in the said Project.** The designated common areas and the facilities in the said Complex shall continue to vest in the Company. The Allottee(s) agree and

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understand that he/ she/ it/ they shall have no ownership claim or right of any nature, of any kind over or in respect of all or any open spaces, parking places, community sites, any other place/ facility etc. Such places shall remain the property of the Company, which shall be free to deal with the said in any manner whatsoever or it may handover to a statutory body which may deal in accordance to Law.

- 1.4 The Company has also made clear to the Allottee(s), who understands and agrees that the rights of the company in the said premises agreed to be conveyed/ sold/ transferred herein circumscribed by the subject conditions imposed by GDA and the ownership of the flat shall rest with the Company till execution of sale deed.
- 1.5 The company shall send the call/ demand notices for installments, as per payment plan Annexed herewith. The call/ demand notices shall be sent by Speed Post/ Registered Post/ Courier and/ or through email and shall be deemed to have been received by the Allottee(s) within 3 days in case of registered Post and within 2 days in case of speed post/courier, and within 2 minutes if sent by email, from the date or time of dispatch, as the case may be.

2. POSSESSION:

- 2.1 That a written intimation for completion of project will be sent to the intending allottee[s] and a 'fit-out period' of one quarter will commence from the date of offer for possession. The said fit-out period is in order to facilitate the intending allottee[s] to communicate the exact date by which he/ she / they will be taking the physical possession of his/ her / their own apartment after complying with the requisite formalities viz. obtaining NOC from the accounts department of the company registration of sale deed etc.
- 2.2 The Company shall endeavor to complete the construction of the said Space on or before 01/12/2018 subject to timely payment by the Intending Allottee(s) of sale price, stamp duty and additional charges due and payable according to the Payment Plan applicable to him or as demanded by the Company, failing which company shall pay interest @ 18% p.a. for the delayed period provided that all due installment from the concerned allottee[s] were received in time and he/ she/ they have complied with requisite formalities viz. obtaining NOC from the accounts department of the company and no force majeure prevails.
- 2.3 The Allottee(s) shall only be entitled to the possession of the said premises after making the full payment of consideration, additional charges, taxes, maintenance security payable. Under no circumstances shall the possession of the said premises be given to the Allottee(s) unless all the payments in full, along with interest due, if any, have been paid by the Allottee(s) to Company.
- 2.4 IN case allottee does not take possession, as and when asked to pay, it shall pay double of the maintenance charges, prevailing for the time, to the Company as holding charges.

3. DUE DILIGENCE:

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The Allottee(s) has carried out due diligence to its entire satisfaction relating to the right, title, and interest of the Company in the said land, said Project and the said Premises hereinafter going through ownership record, inspection of site and other related matters to confirm the competence of the company to convey the said Premises. It is hereby understood and agreed that upon signing of this Agreement, the Allottee(s) is deemed to have completed all due diligence to its/ his/ her/ their entire satisfaction.

4. PLANS, DESIGNS AND SPECIFICATIONS :

- 4.1 The Allottee(s) hereby agreed and understands that the Company has a right to effect suitable and necessary alternations/ alterations /additions/ modifications/ deletions in the layout/ building plans/ floor plans, designs and specifications etc. or as directed by the competent authority(ies). The Allottee(s) hereby, agrees and gives unconditional acceptance to all such alternations/ alterations /additions/ modifications/ deletions in the layout/ building plans/ floor plans, designs and specifications etc. may be deemed necessary by the Company.
- 4.2 The Company, with the due statutory approval/ permissions shall have the right to add, construct , in addition to the present sanctioned building/ layout/ floor plan and to sell or rent such additional units/ offices/ shops etc., in the Project, as the company may in its absolute discretion think fit.
- 4.3 Any alteration/ modification resulting in change up to + 3 % in the super area / saleable area of the apartment, there will be no extra charge/ claim by the builder/ intending allottee[s] against each other. However, in case of any major alteration/ modification resulting in more than+ 3 % change in super area / saleable area of the apartment, if made anytime prior to and upon the possession of the apartment, the builder shall intimate to the intending allottee[s], in writing, the changes thereof and the resultant change, if any in the price of the apartment to be paid by allottee(s) or to be refunded by the builder or company as the case may be and the intending allottee[s] agrees to inform the builder in writing his/ her / their consent or objection to the builder within 30 days from the date of such notice failing which the intending allottee[s] shall be deemed to have given his/ her/ their full consent to all the alterations/ modifications of such nature. That any increase or decrease in the super area / saleable area of the said premises pursuant to alterations or otherwise shall be payable or refundable without any interest on a pro rata basis or as decided by the builder/company and that the other charges as specified herein will be applicable for the changed area at the same rate as indicated in the provisional allotment letter as well as other communication issued from the side of builder/company time to time including payment plan. If the intending allottee[s] give his/ her/their non-consent/ objection then the allotment shall be deemed to be cancelled and the builder shall refund the entire money received from the intending allottee[s] without any interest subject to the deductions which may be made for the expenditures which might have been incurred to meet the charges, fees, taxes, et cetera whatsoever levied/charged by the instrumentalities or agencies of the government/state.
- 4.4 That the building and premises will be good as per specifications provided by the company/ builder and that any request for any change in construction/specifications, will not be entertained. That after taking possession of apartment the intending allottee[s] shall have no claim against the builder as regards quality of work, material, pending installation, area of apartment or any other ground.

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5. CONVEYANCE/ SALE DEED AND STAMP DUTY:

- 5.1 The Subject to the payment of full Consideration, additional charges/ payments and adherence to the terms and conditions of this agreement by The Allottee(s), the Company shall arrange to execute and appropriate Transfer/ Sale Deed so as to sell, transfer and convey its rights, title, interest pertaining to the said Premises in favor of the Allottee(s). However, the Allottee(s) shall, on his part be responsible and bound to execute the appropriate Sub lease/ Conveyance / Transfer deed as and when called upon to do so by the Company.
- 5.2 The obligations undertaken by the Allottee(s) herein shall survive and be read as a part of the Sub lease/ Transfer/ Conveyance deed. The obligations and covenants of the Allottee(s) shall run with the said premises and be enforceable at all times against the Allottee(s), its transferees, assignees of successors in interest.
- 5.3 The stamp duty, legal charges and registration charges and other charges of the Sub Lease/Conveyance/ Transfer Deed and any other document to be executed by under this Agreement shall be borne by the Allottee(s).

6. STATUTORY TAXES, MAINTENANCE AND OTHER CHARGES;

- 6.1 The Allottee(s) shall from the date of execution of this Agreement, always be responsible and liable for the payment of all Municipal Taxes, Property Tax, Ground Rent/ Premium and any other statutory charges etc., (Hereinafter referred to as “Statutory Dues”) as may be levied on the said Project in the share proportionate to the Super Area / saleable area of the said unit (s) referred to as “Proportionate Dues”. All such amount shall be payable on demand, as the case may be, either to Company or to any maintenance company nominated by the Company to provide maintenance/ administration services in the said Project upon completion.
- 6.2 That both parties agree if there is any additional expenses of unforeseen nature and character which is borne by the company / builder for any reason whatsoever, if there is compensation to the affected persons or stake holders of any kind or character, cess and fees, as assessed and attributable to the builder as a consequence of order from the government / GDA / Statutory or other local authority, or if there is any other additional pollution control device / effluent treatment plant / water harvesting system or additional fire fighting system etc to be installed in the said complex, the the cost of such additional expenses shall also be borne and paid by the allottees on pro –rata basis.
- 6.3 In order to provide necessary maintenance services, dedicated focus and transparency Accounting and audit procedures the Company shall, upon completion of the said Complex hand over the maintenance of the said project to the Maintenance Company/ Agency nominated by the Company, hereinafter referred to as “**Maintenance Service Provider**”. The Allottee(s) hereby agrees to execute **Tripartite Maintenance Agreement** in the format prescribed by Company and applicable to all the Flat Owners as well all the unit holders in the Project. The execution of the **Maintenance Agreement** shall be the precedent to handing over the possession and conveyance/ sale/ transfer of the said Premises.

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6.4 The Company shall have the first charge on the said Premises for all its dues and other sums payable by the Allottee(s).

7. NOMINATION:

7.1 The Allottee(s) shall have a mere contingent right to obtain Conveyance Deed for the said premises in the name of its his/ her nominee(s) subject to the conditions/ compliances as may be required to be fulfilled by the Allottee(s) with the Company/ the Maintenance Service Provider, submitting of all requisite documents, payment of administrative charges as applicable for the time being as per policy of the Company and furnishing all such affidavits, undertakings, indemnity bonds and other documents as may be deemed necessary by the Company for granting such permissions.

7.2 In any case, every such application for the substitution of the name of the nominee (s) of the Allottee(s) in its place shall be entertained unless it is in writing in the format prescribed by the Company and accompanied by such administrative, transfer charges as may be applicable under the prevailing policy & transfer charges of the Company.

7.3 In the process of the nomination and / or transfer, if any tax, stamp duty or other levies are charged by the Government, it will be exclusive liability of the Allottee(s) and its Nominees/ Transferees, jointly or severally.

8. STATUTORY COMPLIANCES AND OTHER OBLIGATIONS:

8.1 The Allottee(s) shall observe all terms and conditions of this Agreement, Maintenance Agreement, the license Governing the development of the said Project and shall also abide by applicable laws, bye-laws, rules, regulations and policies made there under or by any other Competent Authority including but not limited, GDA, Town & Country Planning, Government of U.P., Pollution Dept., local bodies, state bodies and central bodies etc.

8.2 The Allottee(s) shall not use/ cause to be used the said Premises for any other purpose except the **permissible** use as specified by the Government Agencies in aforesaid paragraph. The Allottee(s) undertakes that it shall not specifically use the said premises or suffer it to be used for any activity that is prohibited/ irregular/ or other activity that is hazardous or cause nuisance.

8.3 It is abundantly made clear that in respect of all remittances/ acquisitions/ transfer of the said Space (s) / it shall be the sole responsibility of nonresident/ foreign nationals of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this application.

9. FORCE MAJEURE:

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The Intending Allottee(s) agrees that the sale of the premises is subjected to force majeure clause which inter alia include delay on account of non availability of steel and/or cement or other building materials, or water supply or electric power or slow down, strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reason of Commercial war or enemy action or terrorist action or earthquake or any act of God or if non delivery of possession as a result of any notice, order, unprecedented cost inflation, rule or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the Company and in any of the aforesaid events the Company shall be entitled to a reasonable extension of time for delivery of possession of the said premises. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if under the aforesaid circumstances beyond the control of the Company so warrant the Company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Intending Allottee(s) for the period of suspension of scheme.

10. TERMINATION & FORFEITURE:

It shall be incumbent on the Intending Allottee(s) to comply with the terms of payment and/or other terms and conditions of the Flat Buyer's Agreement failing which Company shall forfeit the 10% of total consideration price of the unit, deposited by the Intending Allottee(s) with the Company and the allotment shall stand cancelled and the Intending Allottee(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said unit. The company shall thereafter be free to resell and/or deal with the said Flat in any manner whatsoever at its sole discretion. Without prejudice to the Company's aforesaid rights, the Company may at its sole discretion waive the breach by the Intending Allottee(s) provided the cancelled unit is not allotted to the new Allottee(s), if he is not making payments as per the payment plan but on the condition that the Intending Allottee(s) shall pay to the Company interest which shall be charged after the due date @ 18% per annum.

That in case the allottee is willing to cancel the provisional allotment and for that purpose or for any other reason requests the company to permit for the cancellation of the provisional allotment in his favour the company/builder may in its sole discretion permit such cancellation/ substitution provided that the allottee compensates the company/builder for any loss caused on account of termination or cancellation (the cancellation or termination charges). That, in the event, the allottee(s) was or were permitted to cancel the provisional allotment by the company/builder or in the event the company/builder terminates the provisional allotment in accordance with the provisions mentioned herein, the 10% of the total consideration shall be forfeited by the company/builder. The balance installments paid by the applicant/allottee in accordance with the terms hereof shall first be used to satisfy the consequential administrative charges, and the rest of the payments shall be refunded to the applicant without interest subject to the deductions which may be made in accordance with the other provisions of the present provisional allotment letter. It is also made clear that if the provisional allotment is terminated or cancelled in any condition, then, all obligations of the company/builder and the applicant/allottee hereunder, under the application form and the provisional allotment letter shall automatically terminate with no further act or conduct being necessary or required on the part of either the allottee or the company/builder, or any liability attaching to either

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the applicant of the company/builder, and each of the parties shall irrevocably be released from all obligations and liabilities hereunder, except that, in such case such termination shall not constitute a waiver by the company/builder of any obligation that shall survive such termination as mentioned in the present provisional allotment letter or for any claim which the company/builder may have claims for actual damages caused by reason of any act conduct or breach of the terms and conditions done by the allottee.

11. TIME IS THE ESSENCE OF THIS AGREEMENT:

Timely payments by the Allottee(s) shall be essence of the Agreement. If, the Allottee(s) neglects, omits or fails for any reason whatsoever to pay to the Company any of the installments or other amounts due and payable by the Allottee(s) under the terms and conditions of this Agreement (Whether before or after the delivery of possession) or by respective due dates thereof or if the Allottee(s) in any other way fails to perform or observe any of the terms and conditions on his/ her/ their part herein contained or agreed to, the Company shall be entitled to cancel this Agreement and if possession has been handed over the Allottee(s), then to re-enter upon and resume possession of the said Premises and everything whatsoever contained therein after forfeiting 10% of total consideration whereupon, this Agreement will cease. The Allottee(s) hereby agrees to forfeit all his rights/ interests/ title in the said premises and the Allottee(s) / any other occupant of the said premises shall also be liable to immediate ejectment as a trespasser. This is without prejudice to any other rights available to the Company against the Allottee(s).

That in exceptional circumstances, the builder may, in its sole discretion condone the delay in payment by charging interest @18 % per annum for the period of delay. In the event of the builder waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter intending allottee[s]. Notwithstanding anything as stated herein and without prejudice to the builder's right to cancel the provisional allotment or to refuse execution of the sale deed by the builder/company as provided herein, and without, in any manner condoned any delay in payment of consideration and other dues, the allottees shall be liable to make payment of interest at the rate of 18% per annum on the outstanding amounts of consideration and other dues from the due dates upon their payment or cancellation of the provisional allotment. The payments made by the allottee shall first be adjusted against the interest and/or any penalty, if any, due from the allottees to the builder/company under the terms herein and the balance available, if any, shall be appropriated against the installments due from the allottee under the standard terms and conditions incorporated in the provisional allotment letter.

12. GENERAL CLAUSES:

- 12.1 The obligations undertaken by the Allottee(s) in general and specifically those regarding payment of statutory dues, maintenance charges, water and electricity charges shall be conditions that run with the said Premises irrespective of own/any other occupant of the said Premises for the time being and they shall survive the Conveyance Deed/ Sale Deed of the said Premises to the Allottee(s) and be Binding on the subsequent transfers, successors in interest and/ or other persons claiming under them in future and no owner for the time being of the of the said Premises shall be entitled to put up the defense of non-disclosure of, or lack of knowledge of such conditions at any time henceforth.

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The Allottee(s) hereby agrees that appropriate recitals to this effect may be incorporated in the Conveyance Deed.

- 12.2 The Allottee(s) shall get his/ her complete address registered with the Company at the time of booking and/ or signing of this Agreement. It shall be the Allottee(s)'s responsibility to inform the Company by registered A.D. about any subsequent changes, if, any in the address, failing which, all demand notices and letters shall be posted at their earlier address will be deemed to have been received by the Allottee(s) within the time ordinarily taken by such communication and the Allottee(s) shall be responsible for any default in payment and/ or other consequences that might occur there from.
- 12.4 In case there are joint Allottee(s), all communication shall be sent by the company at the time of booking and/ or at the time of signing of this Agreement. It shall be the Allottee(s) whose name appears first and at the address given by them for mailing and which shall for all the purposes be deemed to have been served on all the Allottee(s) and no separate communications shall be necessary to the other Allottee(s).
- 12.5 In all such communication the reference of the said booking of the Premises must be mentioned clearly.
- 12.6 That prior to issuance of Provisional Allotment Letter (PAL), no transfer or change in the name of the applicant(s) shall be permitted. After issuance of PAL, transfer will be allowed only after 40% of the total price consideration shall be received from the Allottee(s) along with the payment of administrative charges, if any. The applicant shall ensure that Agreement to Sale w. r. t. flat is registered within 7 days of submitting application form in order to ensure that the payment is made in time as per payment plan opted by applicant and in case of any default in this regard the applicant shall indemnify to developer for any statutory liability.
- 12.7 That builder shall get single point electric connection for the tower from the concerned authority and will be distributed through separate meters to the intending allottee[s] through prepaid system. The intending allottee[s] will get the electric connection for the capacity, as opted by him/ her/ them at the time of booking[Minimum 3KVA] @ Rs 20000/- per KVA.
- 12.8 That the carbon credit benefit arisen, if any, in the township can be redeemed by the builder.
- 12.9 That the maintenance charges, power back-up charges, fixed charges for electricity and power back-up, city level maintenance charges will be deducted through prepaid electric meter system.
- 12.10 That the intending allottee[s] can also avail power back-up facility and notify his/ her/ their requirement at the time of booking in application form. He/she/they will pay @ Rs 20,000/- per KVA (Minimum 3 KVA) as per the payment plan, for power back-up installation charges. The intending allottee[s] may ensure to have given consent in writing at the time of application as no request for power back up shall be entertained later on. The per unit charge for the power back up [i.e running cost of the DG set] shall, however, be decided at the time of offer for possession after taking into account the maintenance cost of the generator.

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- 12.11 That the car parking is available in the project at the discretion of the builder and it shall be allotted to the Allottee[s] in a manner to be decided by the Company. The cars/ scooters/ two wheelers/ cycles will be parked within the same parking space allotted to the intending allottee[s]. A separate agreement for the allotment of the car parking may be executed between builder and the intending allottee[s] at the time of possession or as and when decided by the builder. No car/ vehicle parking will be allowed inside the tower except those, who have reserved the car parking space. That the company / builder in its sole discretion will decide the allotment and location of the car parking space for the intending allottees.
- 12.12 That the intending allottee[s] agrees, and undertakes that he/ she/ they shall after taking possession or receiving deemed possession of the said apartment, as the case may be or at any time thereafter, have no objection to the builder constructing or continuing with the construction of the remaining structures in the project or other buildings adjoining the apartment sold to the intending allottee[s].
- 12.13 That the intending allottees are hereby giving unconditional undertaking to abide by the terms and conditions of provisional allotment as laid down hereinabove and as prescribed from time to time by the company/builder and he/she/they also agreed to abide by all the terms and conditions of the concerned authority or any other statutory or civic authority to which the builder and consequently the allottees are subject to failing which this provisional allotment shall be treated as cancelled in accordance with the terms and conditions of the present provisional allotment letter.
- 12.14 That the above-mentioned terms and conditions are subject to certain rules of interpretation which reads that with respect to the provisions herein the use of words in the singular or plural or with a particular gender, shall not limit the scope or exclude the application of any provision hereof to any person or persons or circumstances except as the context otherwise requires. That the provisions mentioned in the provisional allotment letter are the preliminary standard terms and conditions governing the provisional allotment of the said premises by the builder to the allottees. Mere acceptance of these standard terms and conditions do not vest any right, title and interest in the said premises or the 'plot' to the intending allottees or any other person.
- 12.15 That the terms and conditions of this allotment letter shall have overriding effect upon any earlier representation or communication whatsoever made by the company/builder on any earlier occasion and that the provisional allotment and its standard terms and conditions shall be governed, for the purpose of interpretation and construction et cetera, in accordance with the laws of union of India and state of Uttar Pradesh as the case may be. That if any provision of this terms and conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect. The company/builder, in eventuality of any invalidity or unenforceability of any provision in the above-mentioned case, shall have the sole discretion to reformulate or amend by way of addition variation or deletion such or any of the provision or clauses of the provision of this provisional allotment letter.
- 12.16 That the builder covenants with the intending allottee[s] that they shall peacefully hold and enjoy the said apartment without any interruption by the builder or by any person claiming under the

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builder. The intending allottee[s] shall have right to sell or rent the apartment after taking possession of the apartment subject to the law in force. In case the intending allottees desires to transfer the said premises to the proposed transferee by way of sale, mortgage, lease, license or by any other method after execution of sale deed the proposed transferee may have to pay to the appropriate authority subsequent sales transfer charges if any. Notwithstanding anything contained in this clause the allottees shall pay all expenses, administrative charges, fees and any other dues payable to the builder/company, which is required hereunder or under any subsequent agreement or as decided by the builder /company, prior to applying for transfer of the said premises to the proposed transferee by way of sale, mortgage, lease, license or by any other method.

12.17 That the contents of each apartment along with the connected structural part of the building shall be insured by the intending allottee[s] at his own cost against the fire, earthquake, etc. the builder after handing over the possession of a particular apartment shall in no way be responsible for safety, stability etc. of the structure. The intending allottee[s] will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building. That the fire safety and other measures have been agreed to be provided as per existing code/regulations as of the date hereof. Provided, however, in the event that any further fire safety or other measures are undertaken, as are deemed necessary by the company/builder or as are required to be undertaken pursuant to the requirements of a applicable law/regulations, the proportionate increase in consideration/charges in respect thereof shall also be payable on demand by the intending allottees.

12.18 That if for any reason, whether within or outside the control of the builder, the whole or part of the scheme is abandoned, no claim will be preferred, except that money received from the intending allottee[s] will be refunded in full, without interest subject to the other provisions of the present allotment letter.

12.19 That the rate for electricity and 100 % power back up consumption charges and fixed charges [payable in case of minimum/ non-usage of electricity and power back up] payable as pre-paid system by the intending allottee[s] to the builder will be decided by the builder.

13. MORTGAGE & FINANCE:

The Allottee(s) may with the prior consent of the Company in writing and other competent authorities mortgage or charge the said Premises(s) to such Bank/ Financial Institution/ Government Authority or any other person or persons as may be permitted by the Company provided that in the event of sale of or foreclosure of the mortgaged apartments, the remaining payment under this agreement shall have priority over the said mortgage or charge as the case may be.

It is hereby agreed, understood and declared by and between the parties that the builder may take construction finance/ demand loan for the construction of the above tower from the banks/ financial institutions after mortgaging the land/ apartment in the said project/ tower. However, the sale deed in respect of apartment in favor of intending allottee[s] will be executed & registered free from all encumbrances at the time of registration of the same.

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14. WAIVER:

There shall be no waiver of the rights available herein to the Company, its nominee(s) or the Maintenance Service Provider. Any delay or failure by them to exercise, any right, remedy, power and privilege under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other previous rights or remedies or of the right thereafter to enforce each and every provision. Upon possession (Proprietary or otherwise) of the said Premises being taken by Allottee(s), the Allottee(s) shall have no claim against the Company with regard to any item or work, quality of work, materials, installations, etc. in the said Premises or on any ground whatsoever and all such claims, if any, shall be deemed to have been waived. All complaints that the Allottee(s) may have with respect to the said Premises should first be resolved by the Allottee(s) with the Company before taking over the possession of the said Premises.

15. SEVERABILITY:

If, any provision of this Agreement shall be determined to be void or unenforceable under applicable laws, such provisions shall be deemed amended or deleted in so far as is 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 by and between the parties herein.

16. HEADINGS/ CAPTIONS:

The headings/ captions in this Agreement are given for easy reading and convenience and are of an indicative nature only and do not purport to define, limit or otherwise qualify the scope of this Agreement or the intent of any provision hereof. The true interpretation of any matter/ clauses in this Agreement shall be derived by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of the captions provided.

17. USE OF GENERIC TERMINOLOGY:

Any reference in this Agreement to the masculine, feminine or neuter genders includes the other two and references to the singular includes the plural and vice versa, unless the context otherwise requires. The terms herein, hereto, hereunder, hereof, thereof or similar terms used in this Agreement refer to this entire Agreement and not the particular provision in which the term is used except where the context otherwise requires. Unless otherwise stated all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Agreement.

18. INDEMNITY:

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The Allottee(s) hereby indemnifies and undertakes to keep the Company, its nominees, the said Maintenance Service Provider and its officers/ employees as well as the other occupants/ owners of the said Project fully indemnified and harmless from and against all the consequences of breach by the Allottee(s) of any of the terms and conditions of this Agreement or any law for the time in force as also of any of its representations of warranties not being found to be true at any point of time, including any actions, suits, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Allottee(s) hereby accepts and acknowledges that this indemnity would cover all acts of commissions and omissions on the part of the guests, occupants, representatives and/ or any other person claiming under the Allottee(s).

19. GOVERNING LAW:

The Agreement shall be governed by and construed in accordance with the laws in India.

20. JURISDICTION:

This Agreement shall be subject to the exclusive jurisdiction of the Courts at Delhi. All or any disputes arising out or touching upon or in relation to the terms of this application and/ this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at company's corporate / registered / site office by a sole arbitrator who shall be appointed by the company, during the course of arbitration if any eventuality takes place, company at its sole discretion may reappoint another sole arbitrator.

IN WITNESS WHEREOF the parties hereto have hereunto and to a triplicate/ duplicate copies, all original are set and subscribed in their respective hands at places and on the day, month and year mentioned under their respective signatures.

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

FOR SRB Consortium (Realcon) Pvt. Ltd.

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AUTHORISED SIGNATORY

I/We hereby accept the terms and conditions mentioned herein above

INTENDING ALLOTTEES NAME AND SIGNATURE

1.
2.
3.
4.

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