

## AGREEMENT

THESE ARTICLES OF AGREEMENT entered into at Noida on this \_\_\_\_\_

**Between:-**

**M/s AVP Build Tech Pvt. Ltd.** a Company having its registered office at **AVP House B-47, Sector-51, Noida** hereinafter referred to as the “**Company**” (Which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the First Part.

**AND**

**Mrs. \_\_\_\_\_ W/o Sh. \_\_\_\_\_**

\_\_\_\_\_  
**Noida,U.P**

Hereinafter referred to as the “**Allottee (S)**”(which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, executors, administrators, legal representatives and permitted assigns) of the Second Part.

WHEREAS the Company **M/s AVP Build Tech Pvt. Ltd** had purchased a land measuring area 20,700,Sq.mtrs in plot No G-H03c, Sector-77, Noida vide Allotment No. Noida/GHP/GH-2010-(II)/2010/5641 DATED 31 March 2010 and planned to construct at the said plot by the name AVS Orchard.

AND WHEREAS in the layout of the said residential complex, there are flats of various sizes and dimensions (hereinafter referred to as said flats).

AND WHEREAS the allottee have seen all the documents of titles, possession and is/are satisfied about the Authority in the Company to allot different unit as per the application form and specifications already detailed along with the application form.

AND WHEREAS the Company offered to sell residential apartments of various sizes, dimensions, described in the aforesaid group housing project as per the brochure/ application form with specifications attached to be constructed on the said land under the name and style of **“AVS Orchard”** and on the terms and conditions in the said offer.

AND WHEREAS as per the Layout Plan it is envisaged that the Dwelling Units on all floors shall be sold as an independent Dwelling Unit with impartibly and undivided share in the land area underneath the plot as well as the passages, stairs and corridors, overhead and under ground water tanks and other common facilities, if any for the Dwelling Units (S) to be used and maintained and further, no construction shall be permitted on the Terrace to the Allottee (S) . However, the Firm shall have the right to explore the terrace in case of any change in the FAR, carry out construction of further apartments in the eventuality of such change in the FAR.

AND WHEREAS the Allottee (S) is/are aware of land has/have knowledge that the building plans are tentative with such changes of modifications as may be carried out by the competent Authority/ Company

AND WHEREAS the Company has allowed the Allottee (s) inspection of the site, proposed buildings plans, specifications, ownership record of the aforesaid plot and all other relevant documents relating thereto ,and as a result hereof and/or otherwise the Allottee (s) has fully satisfied himself/herself/ themselves in all respects with regards to the title as also the right and authority of the Company to enter into this Agreement.

AND WHEREAS after fully satisfying himself/herself/themselves the Allottee (s) agreed to acquire from the Company a , Dwelling Unit of type **“2BHK ”** having **specification as per annexure “B”** and having super built-up area of approx. \_\_\_\_\_**Sq.Ft.** as per **annexure “to be allotted as Flat No. \_\_\_\_\_ on \_\_\_\_ floor of Tower No. “ \_\_\_\_\_”** proposed to be constructed on aforesaid plot admeasuring **20700Sq. mtrs.** The company may on its own provide additional /better specification and/or facilities other than those mentioned in the Annexures of specifications, the proportionate additional cost of such changes will be borne by the allottee separately . The specification agreed herein and annexed hereto are tentative and is subject to variation due to any technical reasons and is further subject to approval by the concerned authority/ies.

**NOW, THEREFORE, THESE ARTICLES WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

- (a) The sale price of the Flat **Rs. \_\_\_\_\_ /- (Rs. \_\_\_\_\_) IFMS & car parking Inclusive.**
- i That out of the above said consideration the dwelling unit allottee has paid a sum of Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_) in the following manner:-
- a) Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ only) by way of Earnest Money Deposit Vide Ch. . No. \_\_\_\_\_
- b) Rs. \_\_\_\_\_/- (Rs. \_\_\_\_\_ Only) by way of Earnest Money Deposit Vide Ch.No. \_\_\_\_\_
- ii That the balance amount of **Rs. \_\_\_\_\_ /- ( \_\_\_\_\_ Only) )** shall be paid by the dwelling unit allottee . Other charges are shown as per Annexure **“A”** The above price is free of Escalation

- (b) That the aforesaid consideration is for the total area of the said apartment, as mentioned hereinabove, properly known as "Super-Area" which comprises the covered areas, areas under walls, full areas of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under stair-cases, lifts , entrances and exits of the building, water supply arrangements and installations such as power, light , sewerage etc. and including all easement rights attached to the said Apartment. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights expending what have been mentioned above including easement right and to carry out further construction in case of any change in the FAR,

open spaces, parks, parking (excepting what has been allotted by this agreement ) public amenities shopping centers and other facilities and amenities will be the sole ownership of the Firm who will have the authority to charge membership for such facilities and dispose off the other assets whatever stated above.

- (c) Provided, however, if as a result thereof, there be any changes in the boundaries or area of the said apartment, the same shall be valid and binding on the Allottee(s). However, if there is any increase or decrease in the area of the said apartment, revised price will be applicable at the original rate on pro-rata basis.
1. Further, if there are any additional levies, rate, taxes, charges, Cess and Fees etc. as assessed and attributable to the Developer(s) as a consequence of Government statutory or other local authority(s) order, the same, if applicable, shall also be paid by the Allottee(s).
  2. Timely payment of each installment is the essence of this agreement. The mode of payment shall be as per installments specified herein. No separate letter will be issued for any subsequent installments. It will be obligatory on the part of the allottee to make the payment on or before the due dates indicated herein. For payments of the delayed installments, written request could be considered for grant of extension beyond the due date on payment of interest @ 18% per annum. The extension can only be granted on failure of timely payment of a maximum of two installments up to a maximum period of 30 days, after which the Board/Management/ Company reserve the right to cancel the Allotment.
  3. It is clearly understood and agreed between the parties to this Agreement that then provision of acceptance of interest on late payments by the Allottee(s) shall under no circumstances be construed to mean any general relaxation in the payment of future due of the Company or any amendment in the terms of payment or to cause any prejudice in any way to the rights of the Company to take action under the terms of this Agreement, since time's payments shall always remain the essence of this Agreement.
  4. 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, (ii) laying of sewer lines (iv) laying of electric lines. However, it is understood that external or peripheral services, such as, water, sewer, storm

water drains, road, Electricity, horticulture are to be provided by the Government or the concerned Local Authority up to the periphery of the complex. That the above price is also inclusive of the External Development Charges (EDC) only within the boundaries of the complex“**AVS Orchard** ”. External electrification water charges will be extra to be paid by the allottee.

5. Operation and maintenance of various common services and facilities inside the Complex shall be managed by the Company or any other nominated Agency. The Allottee(s) shall and hereby agrees to enter into a Maintenance Agreement with the aforesaid Agency for managing and maintaining the Common services and facilities. Further, the Maintenance Agreement inter alias shall contain the following:-

- (i) The full scope of Maintenance.
- (ii) The Charges pertaining to the Maintenance of common facilities and services.
- (iii) The period, the Maintenance Agency shall maintain this common services and facilities.
- (iv) Maintenance of fire fighting arrangement in the complex.
- (v) Maintenance of lifts.
- (vi) Maintenance of swimming pool, health center, club and other services required if any in the complex.

6. Parties that the Sale deed shall be executed and got registered in favour of the Allottee after the Dwelling Unit has been finally constructed at the site after receipt of the total sale consideration, agreed herein, by the Company along with the connected expenses if any and including cost of stamp duty for the registration of the Sale deed which shall be borne and paid by the Allottee(s).

7. (i) The possession of the said apartment shall be delivered to the Allottee(s) on \_\_\_\_\_, With a Grace Period Of three months. In case of delay company will pay penalty @ Rs 5 per Sq.Ft. per annum, However, the time of Possession shall be subject to the Force Major condition.

(ii) The Allottee(s) after taking possession of the said apartment or receiving deemed possession, shall have no claim against the Company in respect of any item or work in the said apartment, which may be said not have been carried out or completed or for non compliance of any designs , specification ,building material or for any other reason whatsoever.

However, the Company shall be responsible for a period not exceeding 6 months from the date of notice of possession, if any deficiency is observed in the said apartment and the same shall be rectified by the Company. Further, if the deficiency is caused due to the fault of any of the Allottee(s) they shall not hold the Company responsible or liable for the same.

8. In case the Completion of the said apartment is delayed for reasons of Force Major including Civil Commotion, War, Enemy Action, Terrorist Action or any Act of God or delay in grant of permission by any Competent Authority or any Statutory notification or enactment of law by the Government of U.P./Other Government Agency but not attributable to any delay or negligence of the developer then the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the said apartment.
9. The possession of the Unit shall be handed over on receipt of the dues, documents and on fulfillment of conditions as stipulated in the agreement of sale. If the physical possession is not taken over at site within 30 days of the issue of the possession letter, the Allottee shall pay watch and ward charges @ 0.1% of the total cost of the flat per month.. If the allottee fails to take over the possession within 2 months (after the expiry of 30 days as mentioned above) watch and ward charges @ 0.2% per month of the total cost of the flat will be recoverable. In case the allottee fails to take over possession within one year, the allotment would be liable for cancellation.
10. That the 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 Company constructing or continuing with the construction of the other building(s) adjoining the apartment sold to the Allottee. as well as other construction work in the complex "AVS" Orchard .
11. That the Allottee(s) hereby undertakes to abide by all laws, rules and regulation of **COMPETENT AUTHORITY** from time to time or any laws as are applicable to the said apartment from time to time.
12. That subject to his/her/their right as stipulated in Clause (8) (ii) above, the Allottee(s) hereby covenants with the Company that from the date of the receipt of the possession notice of the apartment or the date of receiving deemed possession, as provide herein before, he/she/they shall, at his/her/ their own cost, keep the said apartment, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same m

a fit and proper condition and ensure that the structure safely of the Premises is in no way damaged or jeopardized. He shall neither himself do nor permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or any thing connected with or pertaining to the building which would violate any rule or, bye-laws of the **COMPETENT AUTHORITIES** or any law for the time being in force or any rule or notification issued by the local or other Authority.

13. That the Allottee(s) agrees not to use the said Dwelling Unit or permit the same to be used for purpose other than for Residential or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other apartments, the building or for any illegal or immoral purpose or to do or suffer any thing to be done in or about the apartment which tend to cause damage to any flooring or ceiling of any apartment over below or adjacent to his apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
14. That the Allottee(s) hereby agrees that he/she/they shall comply with and carry out from time to time after he/they has/have been put in possession or deemed possession of the apartments, all the requirements, requisitions, usages, demands and repairs as may be and as are required to be complied with by the Development Authority, Municipal Authority, Government or any other competent Authority in respect of the said apartment and the land on which the said Building is situated at his/their own cost and keep the Company indemnified, secured and harmless against all costs, requisitions, demands and repairs from the date of notice and in case of a consolidated demand it is to be paid by all the Allottee (s) in proportion to the super built up area of their respective apartments . Any taxes levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed by the Allottee(s) to the Company and the same shall be payable on demand.
15. That the Allottee(s) hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee(s) is/are liable to pay as agreed under this Agreement and to observe and perform ail the covenants and conditions contained in this Agreement and to keep the Company and its agent and representatives, estates and effects, indemnified and harmless against the said payments and observance and performance of the said conditions.
16. That until a Sale deed is executed and registered the Company shall continue to be the owner of the flat- and also the construction thereon and this agreement shall not give to the Allottee(s) any

rights or title or interest therein. The Company 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.

17. That the Allottee(s) shall pay the Stamp Duty, Registration Charges, and all other incidental expenses for execution and registration of Sale Deed along with Sub Registrar Office with respect to the said apartment as and when demanded by the Company and after payment of the full price and the said charges and expenses by the Allottee(s), the Company shall in terms of this Agreement execute the Sale Deed along with Sub Registrar Office, Noida in favour of the Allottee(s) and also simultaneously arrange proprietary possession thereof to the Allottee(s). The Allottee(s) further agree that all amounts paid by him/them to the Company under this Agreement shall merely be an earnest money/advance payment for purchase of the allotted apartment and shall not give him/them any lien or interest on the apartment until he/they has/have complied with all the terms and conditions of the Agreement and a Sale Deed along with Sub Registrar Office, Noida of the apartment has been executed and registered in his/her/their favour.

18. All charges payable to various departments for obtaining service connections to the residential unit like electricity, telephone, water etc. including security deposits for sanction and release of such connections as well as incidental charges pertaining thereto will be payable by the allottee.

19. That the Company may if it so desires take an insurance policy for such risk as it may deem fit while the apartments are under construction or even thereafter when the construction is completed as sole beneficiary under the said policy. But, this right of the Firm shall come to an end immediately after the Sale Deed along with Competent Authority is executed and registered in favour of the Allottee/Purchaser.

20. That the Allottee(s), if resident outside India, shall be solely responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, and other applicable laws including that of remittance of payment(s) and for acquisition of immovable property in India. The Allottee(s) shall furnish the required declaration in Company prescribed format and any change in residential status shall be intimated by the Allottee(s) to the Company in writing by registered post/acknowledgement due.

21. That in case there are joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him, which shall for all-purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to

the other named Allottee(s) Any change of address must be notified by Registered Acknowledgement Due Post to the Company, failing which all communications posted at the previous registered address shall be deemed to have been received by the Allottee(s) at the time when those would ordinarily reach such address and the Allottee(s) shall be fully liable for any default in payment and all other consequences that may occur there from.

22. That this Agreement is the only Agreement touching upon the purchase of the said apartment by the Allottee(s).

23. That for all intents and purposes singular includes plural and masculine gender includes the feminine gender.

24. That the High Court of Allahabad at Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this transaction.

25 charge approx @ Rs. 25/-sqft for green building to be paid extra there can be increase in the area of flat by 10-15 % .also service tax to be paid extra

IN WITNESS WHEREOF the parties hereunto and to a duplicate copy hereof set and subscribed, their respective hands at places and on the day, month, and year mentioned under their respective signatures.

**SIGNED, SEALED AND DELIVERED BY THE PARTIES NAMED ABOVE IN THE PRESENCE OF THE FOLLOWING WTTNESSES:-**

**WITNESSES:-**

**1.**

**(AVP BUILDTECH (P)LTD.)**

**2.**

**ALLOTTEE(S)**



Annexure- A

<b>PAYMENT PLAN</b>	
On Booking	10% BSP
Within 60Days from Booking /Excavation	30% BSP
At time of Basement Casting	10% BSP
At time of 3 <sup>rd</sup> Floor Casting	10% BSP
At time of 6th Floor Casting	10% BSP
At time of 12 <sup>th</sup> Floor Casting	10% BSP
At time of Top Floor Casting	10% BSP
At time of External Plaster	5% BSP
At the time of Possession	5% BSP+IFMS+Any other Charges

**EXTRA CHARGES**

Monthly Charges Payable Extra

## Annexure –B

<b>Specification</b>	:	
Super structure	:	Earthquakes resistant R.C.C. Frame structure. Structure Designed approval by I.I.T. Engineers
Flooring	:	Vitrified tiles in drawing / dining / Bedrooms wooden flooring in master bedroom.
Door & Window	:	All internal doors shall be decorated flush doors . All external doors and windows shall be of wooden with empanelment
Kitchen	:	Baroda Green Granite working counter with stainless steel. sink.
Toilet	:	Ceramic glazed tiles dado up to 2' working counter . Ceramic glazed tiles up to 7" on walls. Wall hangs English W.C. provision of hot and cold water system (w/o geyser). Good quality C.P. fittings.
Inside wall Finish	:	Inside walls in oil bound distemper.
External Finish	:	Exterior walls shall be texture painted .
Electrical light	:	Copper wiring in concealed PVC conduits. Sufficient & power points. Provision for T.V. And telephone points in living room and all bedrooms.
Wood work	:	Wooden Almirah in all bed room on demand (Payment Basis)