

## AGREEMENT FOR SALE

To,

NANDI BUILDTECH PRIVATE LIMITED,  
264/2, INDRA NAGAR,  
BAREILLY.

SUBJECT: APPLICATION FOR BOOKING OF FLAT NO. ( ) IN AFFORDABLE HOUSING "NANDI MANGO TREE APARTMENT"

Dear Sir,

I/We the Applicant(s) understand that Nandi Buildtech Private Limited, 264/2, Indra Nagar, Bareilly (hereinafter referred to as the Company) is promoting a residential project under the name and style of "NANDI MANGO TREE APARTMENT", comprising of multistoried residential flats.

I/We have already perused all the documents relating to the title of the land and also the development plans of the Company in relation to the said residential project "NANDI MANGO TREE APARTMENT" and I/we have already got the title thereof checked and I/we are fully satisfied with the same and want(s) to have a Flat in said residential project "NANDI MANGO TREE APARTMENT".

I/We request to register me/us for allotment of a flat in the Group Housing "NANDI MANGO TREE APARTMENT" Khasra No. 595 and 596 situated at SaidpurHawkins , Near The Guru School , Mini By pass Road, Bareilly in lieu of the Map thereof duly approved by BDA, Bareilly vide Map No. BDA/BP/23-24/0094.

I/We agree and note that the allotment of flat in the affordable Group Housing "NANDI MANGO TREE APARTMENT" is entirely at the sole

discretion of the Company. The Company has the right to reject any offer without assigning any reason and without incurring/carrying any liability towards cost/damage/interest etc. except that the amount received on booking / registration or thereafter shall be refunded to the applicant(s) without any interest or compensation etc. of any nature.

I/We agree to sign and execute, as and when required the Allotment Letter mentioning the terms and conditions of allotment/ Flat Buyer's Agreement or other related documents as prescribed for allotment.

I/We remit herewith a sum of Rs. ....../= (Rupees ..... only) by Cash/Bank Draft/Cheque No./RTGS/NEFT ..... dated .....drawn on..... favouring Nandi Buildtech Private Limited payable at Bareilly.

I/We have perused "Payment Schedule" and agree to pay further installments of the Total Sale Price and others charges as stipulated/called upon by the Company and/or as mentioned in Payment Schedule.

I/We further understand that the expression "Allotment" of a Flat as and when made by the Company shall always mean 'Provisional Allotment' and shall be confirmed on construction of the building on the said land, where upon formal Flat Buyer Agreement shall be executed between the parties.

My/Our particulars as mentioned on page 2 & 3 may be recorded for reference and communication.

.....  
First Applicant

.....  
Second Applicant

**1. SOLE /FIRST APPLICANT**

(Compulsory to fill all the details along with a passport size photograph)

Mr./Mrs./M/s/Ms. ....  
son/wife/daughter of .....  
aged about ..... years, Date of Birth:.....  
Guardian Name (in case of Minor) .....  
Nationality : .....



Occupation:

Service ( ) Provisional ( ) Business ( )  
Students ( ) House wife ( ) Any other ( )

Residential Status

Indian ( ) NRI ( )  
Foreign National of Indian Origin ( ) Others ( )

**Mailing Address** .....

Telephone (Res.) ..... Mobile .....

E-mail .....

**Permanent Address** .....

.....

Telephone (Res.) ..... Mobile .....

E-mail .....

**Office Address**.....

.....

Telephone (Off) ..... Mobile .....

E-mail .....

PAN No. \_\_\_\_\_(attach form 60 or 61 as  
in case may be, if PAN not available)

.....  
First Applicant

**2. SECOND APPLICANT**

(Compulsory to fill all the details along with a passport size photograph)

Mr./Mrs./M/s/Ms. ....

son/wife/daughter of .....

aged about ..... years, Date of Birth:.....

Guardian Name (in case of Minor) .....

Nationality : .....

Occupation:

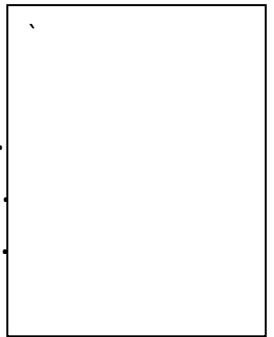
Service ( ) Provisional ( ) Business ( )

Students ( ) House wife ( ) Any other ( )

Residential Status

Indian ( ) NRI ( )

Foreign National of Indian Origin ( ) Others ( )



**Mailing Address** .....

Telephone (Res.) ..... Mobile .....

E-mail .....

**Permanent Address** .....

.....

Telephone (Res.) ..... Mobile .....

E-mail .....

**Office Address**.....

.....

Telephone (Off) ..... Mobile .....

E-mail .....

PAN No. \_\_\_\_\_(attach form 60 or 61 as in case may be, if PAN not available)

.....

Second Applicant

## Details of Flat Applied

Flat No. \_\_\_\_\_ buildup Area \_\_\_\_\_ (Sq. ft. approx) on \_\_\_\_\_ Floor (subject to a variation of  $\pm$  5% Size of Flat).  
(Buildup Area is approximate area in Sq. Feet, which includes the covered area including Walls, Cupboards, Window Projections and Balconies.)

Basic Sale Price @ Rs. Rs.

Luxurious Specifications @ Rs per Sq. Ft.....Rs. Free

External Development Charges (EDC) Rs. Free

Internal Development Charges (IDC) Rs. Free

Interest Free Maintenance Security (IFMS) Rs. Free

Installation of Power Back-up charge Rs. Free

Preferential Location Charges (PLC) Rs. Free

One Car Parking Rs. Free

Club Membership Rs. Free

Total Sale Price Rs. ....

Opted ..... Payment Plan :

### **Plan - A (Construction linked Plan)**

1. 10% at the time of booking
2. 15% within 15 Days of Booking
3. 10% on completion of foundation
4. 10% on stilt floor slab
5. 10% on 1<sup>st</sup> floor slab
6. 10% on 3<sup>rd</sup> floor slab
7. 10% on 5<sup>th</sup> floor slab
8. 10% on 7<sup>th</sup> floor slab
9. 10% on completion of plaster and flooring
10. 5% on offering of possession

**Plan - B(Flexi plan)**

1. 10% Booking amount
2. 40% within 15 days of the booking
3. 35% on 3<sup>th</sup> floor slab
4. 10% on completion of plaster and flooring
5. 5% on offering of possession

**Plan - C(Down payment plan)**

1. 10% Booking amount
2. 40% within 15 days of booking
3. 45% on completion of foundation
4. 5% on offering of possession

**Note:**

1. Cheque/Demand Draft/NEFT/RTGS to be made in favor of Nandi Buildtech Pvt. Ltd.
2. Total Sale Price does not include Stamp Duty and incidental charges, which shall be borne and paid by you.
3. Total Sale Price does not include the Maintenance Charges, Property Tax, Municipal Tax, Wealth Tax, Service Tax, Government Rates and Taxes on land or any kinds of Fee or Cess or Tax, whatever name called.
4. Total Sale Price does not include other charges that may be payable by you as per the Flat Buyers Agreement.
5. In all communications with the Company the allottee must mention reference of the allotted Flat.
6. Singular shall mean and include plural and masculine gender shall mean and include all genders wherever applicable.

7. The amount paid with the application and in installments, as the case may be, to the extent of 10% of Total Sale Price of the Flat shall collectively constitute the earnest money.

## **SPECIFICATIONS FOR "NANDI MANGO TREE APARTMENT"**

### **STRUCTURE**

Earthquake resistant – seismic zone III compliant RCC framed structure Masonry work – bricks for all walls

### **PLASTERING**

Internal walls/ceiling – cement mortar External walls/ceiling – cement mortar with sand face plaster

### **FLOORING FINISHES**

Living/dining/master bedroom/children bedroom/guest bed room/ kitchen – double charged vitrified tiles (2' x 2') All balconies – Anti-skid ceramic tiles with skirting  
Utility – Anti-skid vitrified tiles All toilets – anti-skid ceramic tiles Staircase – Udaipur Green Stone/ Anti skid vitrified tiles/Granite

### **DADO FINISHES**

All toilets – ceramic tiles up to 7' height Kitchen – ceramic tiles up to 2' height from the counter

## **INTERNAL DOORS**

Main door–7' high opening with pre molded wooden flush shutter and frame in wood, polished/skin finished on both sides Other internal doors – 7' high with wooden frame and wooden flush shutters with mortise lock

## **WARDROBE**

4×7 feet high wardrobe with Ply board/HDHMR shutters with mica finish in all bedrooms

## **RAILINGS & GRILLS**

All balconies –MS railings with brick work Staircases –SS railings

## **EXTERNAL DOORS AND WINDOWS**

3 Track Aluminum/UPVC frames and sliding shutters for all external doors and windows. Aluminum/UPVC/MS Ventilators.

## **PAINTING**

Exterior walls/balconies - Good Quality external grade paint. Staircase / lobbies—acrylic emulsion paint Ceiling- POP false ceiling Living/Dining/Bedrooms - white wash

## **KITCHEN**

Modular Kitchen with provision of chimney

## **PLUMBING & SANITARY**

WC: Hindware /Parryware/Jaquar or similar premium quality Washbasin – Hindware /Parryware/Jaquar or similar premium quality CP fittings – Hindware /Parryware/Jaquar or similar imported quality Hindware /Parryware/Jaquar or similar imported quality shower panels in all bathrooms.

Hot & cold water provision in wash basin, toilet and kitchen sink.

## **ELEVATORS**

2 Elevators of either KONE/OTIS/MITSUBISHI

## **ELECTRICAL**

1KVA DG backup for each flat Four lights 15 wt panel in each Bedroom, Two lights in study room, Six lights in living room, One ceiling light & One wall light in balcony.

Fire resistant electrical wires – Intercom & telephone point in lobby, TV points for living & bedrooms AC pipeline in all bedrooms and living room. Modular switches of premium quality Exhaust fan point in all toilets Hair dryer point in all bathrooms Geyser point in all toilets Washing machine provision in terrace One 5 ampere point in each balcony

### **LANDSCAPE**

Lush Green Park with TOT-LOT

### **SECURITY**

24 hour security personnel CCTV at strategic locations for security & monitoring.

Intercom connection from security guard room at gate to each flat.

### **TERMS AND CONDITIONS**

1. You have full knowledge of all the laws/by-laws, notifications, rules, applicable to the Group Housing/Multi Storied Projects in general and the said building in particular and also the representative of the Company has satisfied you about the title, interest and rights of the Company on the land on which the said building is being constructed and you have understood all limitations and obligations of the Company in respect thereof.
2. You have already examined the tentative plans, designs and specifications of the said Flat and the representatives of the

Company have also explained all the prospective thereof and the Company may affect such variations or take corrective measures therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/alteration may involve change in its dimensions or area etc. The area and measurement of Flat may change at the time of completion of project and accordingly difference amount will be paid by you/ refunded to you.

3. No Flats shall be constructed by the Company according to your desire or specification or on your request. In case, any change or modification in specification is done by you then the cost of the same will be borne by you and company will not be liable to offer any deduction in agreed sale price.
4. If you withdraw the allotment, the withdrawal shall be subject to the deduction of 50% of the booking / registration money deposited.
5. The Company shall be entitled to forfeit the amount /registration money along with the interest on delayed payments, interests on installments (paid or payable) and brokerage paid, if any etc., in case of non-fulfillment of the terms and conditions herein contained.
6. Time shall be the essence in respect of payment of installments on or before due date of total price and other amounts payable by you as per the payment plan opted by you and /or demanded by the Company from time to time. You have to bear interest @ 15% p.a. with monthly interest on the defaulted amount for the delay period and also that the Company shall be absolved of its responsibility of the timely completion and handing over of the possession of the Flat if the payments are not received strictly as per the terms of the Allotment Letter.
7. Preferential Location Charges (PLC) and any enhancement thereof, service charges, stamp duty, registration fee or any other charges of any nature shall be borne by you.

8. You shall not transfer the allotment without prior permission from the Company. To transfer your allotment you will have to pay processing fees, GST and transfer charges as decided by the Company from time to time.
9. The sale of Flat shall be effective only after the Flat is completed. The Sale Deed will be subject to the requisite permission being accorded by Bareilly Development Authority, Bareilly and also that the current applicable taxes like GST and other Taxes applied by the State / Central Government or Local Bodies in future till the completion of project to be charged extra.
10. Electric Connection Charges are not included in the cost of the Flat. Electric Connection and Meter Installation Charges will be charged extra and the amount payable will depend on the estimated cost furnished by the Electricity Distribution Agency.
11. Company shall have right to raise the finance/loan from any financial institution/ Bank by way of mortgage/ creation of charge / lien of receivable or otherwise of the said Flat subject to the said Flat being free of any encumbrance at the time of execution of the Sale Deed. The Financial Institution/ Bank shall always have the first lien/charge on the said Flat for all its dues and other sums payable by or in respect of the loan granted for the purpose of the construction.
12. Company shall have the right to transfer ownership of the said building in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, Association or Agency by way of sale/disposal/or any other arrangement as may be decided by the Company without any intimation, written or otherwise to you and you shall not raise any objection in this regard.
13. Maintenance, upkeep, repairs, security, landscaping and common services etc. of the Group Housing shall be managed by the Company or its nominated Maintenance Agency/RWA and you shall pay, as

and when demanded, the Maintenance Charges including interest free Security Deposit for maintaining and up-keeping the said Group Housing and the various services therein, as may be determined by the Company or the Maintenance Agency/RWA appointed for the purpose. Any delay in making payment will render you liable to pay interest as decided from time to time. Non-payment of any of the charges within the time specified shall also disentitle you from the enjoyment of the common areas and also the services.

14. Loans from financial institutions to finance the said Flat may be availed by you. However, if a particular Institution/Bank refuses to grant/extent financial assistance on any ground, you shall not make such refusal an excuse for non-payment of further installments/dues.
15. Company shall endeavor to give possession of the said Flat at the earliest possible date from and latest by 20/10/2028 (Five Year) within an extended period with grace of six additional months, subject to 50% of the Flat Allottees making timely payment and Force Majeure causes availability of essential items for construction, change of policy of the Government Agencies and Local Authorities and other causes beyond the control of the Company. The Flat Allottees have no right to claim by way of damages /compensation against the Company in case of delay in handing over the possession on account of the said reasons or any other reasons beyond the control of the Company.
16. In case the building is not completed or the Flat to be acquired by the Allottee is not constructed, the Company may cancel the Flat without assigning any reason and the principal amount received by the Company from the Allottee shall be refunded to the Allottee. No other claim shall be made by the Allottee or entertained by the Company.
17. If the Company is not able to complete the project for force majeure reasons, the Allottee shall make payment for work done as may be

certificated by the Architect of the Company whose decision thereon shall be final and binding.

18. You shall clear all the dues towards the said Flat before taking possession thereof and before execution of Conveyance Deed / Sale Deed in your favor and also after paying Stamp Duty, Registration Fee, and other charges and expenses therefore.
19. Upon taking possession of the Flat, you shall have no claim against the Company and to any item of work, materials, installations, etc. in the said Flat or any other ground whatsoever. Complaints if any, are to be got removed before the delivery of possession.
20. You shall not use the Flat or permit the same to be used for any purpose whatsoever other than residential as permissible under the terms of the sanctioned plan.
21. You shall not use the Flat for any purpose which may/or is likely to cause nuisance or annoyance to occupiers of neighboring properties or any illegal or immoral purposes and also shall not store in the Flat any goods of hazardous or combustible nature or which are so heavy as to affect the constructions of the structure of the said building or any part thereof.
22. After the possession of the said Flat is handed over to the allottee, any additions or alternations in relation to the said building that are required to be carried out by the Government / Bareilly Development Authority / Municipal Authorities or any Statutory Authority or in any way pursuant to any statutory requirement, the same shall be carried out by allottee in Co-operation with the other Allottees at their own costs and the Company shall not be in any manner liable or responsible for the same. All such additions and alternations shall be carried out after getting the plans thereof sanctioned by the competent authorities without prior permission of the Company or its nominee in writing.

23. You shall not close verandahs or lounges or balconies or common passages or common corridors and shall not make any alterations in any elevations and outside color scheme of the exposed wall of the verandah / lounge or any external wall, or both the faces of external doors and windows of the Flat to be acquired by you which in the opinion of Company/Residents Welfare Association (RWA) differ the color scheme of the Building and also you or the occupier shall not decorate the exterior of the Flat other than in the manner agreed with the Company /RWA and also you nor occupier of the Flat can put up any name or sign board, publicity or advertisement material outside his Flat or anywhere in the common areas without prior permission of the promoter/RWA or the nominee in writing. However, the Name Plate of standard size depicting the name only can be fixed at the Entrance Door of the flat or on the specially designated space for the purpose.
24. Company shall continue to have the right to make additions, raise stories, put up additional structure etc. as may be permitted by Development / Local Authorities and all such additions shall be sole property of the Promoter who will be entitled to dispose it of in any manner and the Promoter shall be entitled to connect the electric, water sanitary, drainage, fitting etc. on additional Structure/stories with existing electric, water, sanitary, drainage sources etc. at its own cost.
25. The terrace of the building including the parapet walls shall continue to be the property of the Company and who shall be entitled to use, deal with the same for any purpose whatsoever and in any manner. The Promoter will also have exclusive right of easement to roofs, parapet walls etc.
26. You shall not be entitled to raise any objection or claim any reduction in price of the Flat agreed to be acquired or claim any compensation on the ground of inconvenience or any other cause whatsoever.

27. Company /RWA or nominee and their representatives, employees etc. shall be entitled at any reasonable time to enter into the Flat for carrying out any repair, alternations, lighting, cleaning etc. for any purpose at the building or in connection with obligations and rights mentioned in this allotment including the disconnection of the electricity or water for repairing the wires, gutter, pipes, drains, part structure etc.
28. Building shall always be known as “**NANDI MANGO TREE APARTMENT**” and shall never be changed by you or other Flat Owners or anybody else. The name of the Building and the Builder and Company’s name shall always be displayed at a prominent place near the lobby or entrance hall or gate of the Building.
29. Company shall have the first lien and charge on the said Flat in the events of you parting with any interest herein for all its dues as are and/or that may hereby become due and payable by the Buyer to the Company under this Allotment Letter.
30. All communication to you shall be addressed at your address registered with the Company unless informed by you to the Company in writing and such communication posted at the said address shall be deemed to have been received by you at the time when those should ordinarily reach at such address.
31. Terms and conditions agreed upon shall be binding on the occupier and the default of the occupier shall be treated as that of you unless context requires otherwise.
27. If any misrepresentation / concealment / suppression of material facts are found to be made by you, then allotment shall be liable to cancel and the earnest money shall be forfeited and you shall be responsible for such misrepresentation / concealment / suppression of such materials facts.

28. If during the continuance of these presents or at any time afterwards any dispute or difference shall arise between the parties or the heirs, executors or administrators or either of them or between their representatives, herein, executors or administrators in regard to the Booking, Provisional Allotment, Allotment, Payment of Installments, Construction of Flat, delivery of possession and execution of Agreement and/or Sale Deed of the said Flat or in regards of any of the articles herein contained or to any division, act or thing to be made or done in pursuance hereto or to any other matter or thing relating to these presents the same shall be forthwith referred to the Sole Arbitration of Mr. Ashish Agarwal, Advocate of Bareilly (U.P.) and every such reference shall be deemed to be an Arbitration in accordance with and subject to the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

Place : Bareilly

Date: \_\_\_\_\_