

**Issue on Date:**

**Application No. :**

**Customer Code No. :**

**SUB. : FLAT ALLOTMENT LETTER**

Dear Sir / Madam,

It gives me/us immense pleasure provide you the prospective Flat Buyer Agreement which will eventually result in Allotment of Flat at **Raj-Residency**, Plot No. GC-03-I, Sector 16-C, GaurCity,-II (Noida Extention) Greater Noida West, District Gautam Budhnagar provided some of the formalities are completed by you at the earliest. In this Booklet, we are enclosing herewith a **Flat Buyer Agreement** containing various terms and conditions therein. We will request you to go through the contents of the Flat Buyer Agreement and sign on each page as indicated as a mark of your acceptance of terms and conditions set forth.

Further, we request you to kindly return the Booklets duly signed (in Duplicate / Two sets) at our Corporate Office.

*Registered Office:*

**Jindal Promoters Pvt. Ltd;**  
E-10-12, Triveni Complex,  
Jawahar Park, Laxmi Nagar, Delhi-110092.

On receipt of duly signed Flat Buyer agreement (in Duplicate / two sets) from you, The Agreement shall be signed by the Authorized Signatory of the company, a copy of the Agreement would be handed over to you and one copy shall be retained by the company for its records.

Looking forward to your best co-operation.

With warm regards

Authorized Signatory

Encl.: Draft Flat Buyer Agreement

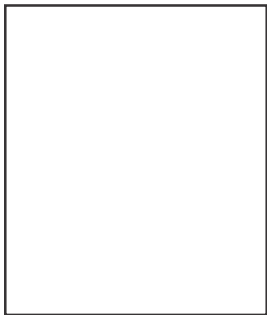
Contact Information.

E-10-12, Triveni Complex, Jawahar Park,  
Laxmi Nagar, Delhi-110092.

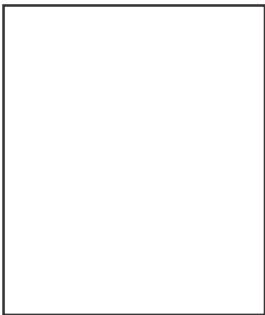
**Signature of the Buyer**

**Disclaimer:** Nothing contained in this letter should be construed as Company's intent to allot you a Flat in Raj Residency, Plot No. GC-3-I/GH-03 Sector 16 C, Greater Noida District Gautambudh Nagar(U.P.) The Company reserves its right to cancel the Allotment Process, modify any terms and conditions, alter/delete/add/remove/change any layout, design, specifications, details pertaining to flat or any other building in the Raj Residency, Greater Noida or any part thereof. The allotment of Flat is subject to terms and conditions provided in the Flat Buyer Agreement and the company shall be free to alter/delete/add/remove/change/ revise any terms and conditions in the Flat Buyer Agreement till the Flat Buyer Agreement is duly executed upon Allotment of flat and upon fulfillment of terms and conditions therein. The Company at its sole discretion can withdraw this offer without assigning any reason whatsoever.

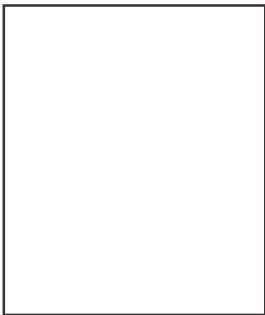
**JINDAL PROMOTERS PVT. LTD**  
E-10-12, Triveni Complex, Jawahar Park  
Laxmi Nagar.-Delhi-110092



**Sole/first applicant**



**Co applicant (1)**



**Co applicant(2)**

**RAJ RESIDENCY**  
**Greater Noida – Distt Gautambudh Nagar**

**FLAT BUYER AGREEMENT**

This Flat Buyer Agreement (herein after called 'Agreement') is executed at .....  
..... on this ..... Day of ....., 2013.

**By and Between**

**PARTIES**

**M/S JINDAL PROMOTERS PVT. LTD;** a company incorporated under the Companies Act, 1956, having its Registered Office at E-10-12, Triveni Complex, Jawahar Park, Laxmi Nagar, - Delhi-110092 and its Site Office at **Raj-Residency**, Plot No. GC-03-I, GH-03, Sector 16-C, (Noida Extention) Greater Noida West, District Gautam Budhnagar (hereinafter referred to as "Company" which expression shall unless repugnant to the context or meaning thereof, deem to include its successors, subsidiaries, nominees, executors and assigns thereof) acting through its Authorized Signatory, **Mr.** ....., who has been duly authorized by the Board of Directors of the Company vide its Board Resolution dated ..... to execute this Agreement and to do all acts deeds and things incidental thereto, being party of **One Part**

**AND**

- (i) Mr. / Mrs. / Ms. .... Son of/ wife of/ daughter  
of Mr. ...., Age .....  
Resident of .....
- (i) Mr. / Mrs. / Ms. .... Son of/ wife of/ daughter  
of Mr. ...., Age .....  
Resident of .....

*( to be filled up in case of Joint Applicants)*

(hereinafter singly/ jointly, as the case may be, referred to as the '**Allottee**' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/ her/ their respective heirs, executors, administrators, legal representatives, successors and assigns), party of the **Other Part**

**OR**

M/S. .... , a partnership firm duly registered and existing under the Indian Partnership registered office at ..... through Mr..... ' Partner of the Firm, duly authorized vide resolution dated ..... passed by all the partners constituting the Partnership Firm (copy enclosed) (hereinafter referred to as '**the Allottee**' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all Partners of the partnership firm and their respective heirs, executors, administrators, legal representatives, successors and assigns), party of the **Other Part**

**OR**

M/s. .... , a company incorporated organized, registered and existing under the Companies Act 1956 having its registered office at ..... through Mr. .... (Designation ..... ) of the Company duly authorized by the Board of Directors of the company vide resolution dated ..... / duly authorized vide Deed of General/Special power of attorney ..... duly registered in the office of the Sub-Registrar of Assurances, ..... Document No. on (hereinafter referred to as '**the Allottee**' which expression shall unless repugnant to the context or meaning thereof, be deemed to its successors, liquidators and assigns), party of the **Other Part**

**OR**

M/s. .... , HUF, of ..... through its Karta Mr. .... , (hereinafter referred to as '**the Allottee**' which expression shall unless repugnant to the context or meaning thereof, be deemed to include him and each of the members constituting the HUF, their respective heirs, executors, administrators, legal representative, successors and assigns), party of the Other Part (hereinafter referred to as '**the Allottee**' which expression shall unless repugnant to the context or meaning thereof, be deemed to its successors, liquidators and assigns), party of the Other Part The Firm/ Company/ HUF/ Society and Allottee shall hereinafter be collectively referred to' as '**Parties**' and individually as '**Party**'. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands.

## WHEREAS

- A. M/s JINDAL PROMOTERS PVT. LTD; has acquired the land on lease from Greater Noida Development Authority by virtue of Sub-Lease deed dated: 24.01.2013 sub-leased by M/S Gaursons Promoters Private Limited; D-25, Vivek Vihar Delhi. 110095 through its Authorized Signatory Mr. Sandeep Shishodia bearing Documents No: 1826 Bahi No. 1, Jilad No. 12446, Page no. 155 to 182; Dated 24.01.2013 registered at office of Sub-Registrar office, Greater Noida, Distt. Gautam budh nagar (U.P).
- B. A map of group housing was submitted to Greater Noida Development Authority and subsequently it was approved by Greater Noida Development Authority vide Letter No BP-3114/GH/0 PA 3091. Dated: 16/05/2013.
- C. In terms of all approvals and exemptions as accorded to the Company by the UP Government, the Company is entitled to develop and promote residential flats on the Said Land and make allotment of the flats to the intending purchasers in the residential colony proposed to be developed by the Company which is more particularly known as “RAJ RESIDENCY” situated in GC-03 I of GH-03 Sector-16-C, Greater Noida, District, Gautambudh Nagar (U.P) (hereinafter known as the “**Project**”); and
- D. All notifications, approvals, exemptions and permissions accorded by the Government have been inspected and understood by the Allottee along with all relevant documents and papers pertaining to the Project. The Allottee has fully satisfied himself / herself / themselves/ itself as to the title of the Company to the Said Land, its marketability and right and authority of the Company to develop, promote and make the Project on the Said Land and to sell Flats to any party (s) whatsoever in terms of the permission granted and the applicable Acts and the rules and regulations promulgated there under. Being fully satisfied the Allottee agrees and undertakes that no further investigations are required regarding the title, right and authority of the Company and that no objections, challenges or queries shall be raised by the Allottee at any time in future and for whatsoever reasons in regard to the title and rights of the Company to enter into this Agreement. After satisfying himself / herself / themselves/ itself in deciding to enter into this agreement, he/she/they/it has acted solely on his/her/their/its own judgment to buy the flat. The Allottee acknowledges that the Company has readily provided all information/ clarifications required by the Allottee, and on being fully satisfied with the competency of the Company to execute the Flat Buyers Agreement; and
- E. The Allottee agrees and understands that the area of Flat, its Location allotted to the Allottee and drawing displayed in the office or layout in the brochure are tentative and are subject to

change till the final layout and demarcation of the flats is completed in the project area and offer of possession is made by the Company; and

- F. That in response to allottee's aforesaid application dated ..... with an initial advance of Rs..... vide cheque/DD/cash dated....., JINDAL PROMOTERS PVT. LTD; subject to his/her/their/its/their/its acceptance of the terms and conditions mentioned hereinafter, provisionally allotted (hereinafter referred to as 'the Flat Allottee') a Residential Flat consisting of an approximate carpet area of ..... Sq.ft. and covered area ..... Sq. ft. on .....Floor ..... of the building known as RAJ RESIDENCY (hereinafter referred to as 'the Flat') in the Project at the rate of ..... Per Sq. Ft.

The Allottee has paid ..... % of the basic sale price, at the time of making an 'Application for Registration for allotment of Residential Flat' in the Project, hereinafter referred to as 'Earnest Money' and in consideration thereof, the Allottee having agreed to pay the remaining Basic Sale Price and all Other Charges as described in Payment Plan and agreeing to make timely and complete payments,

**NOW THEREFORE THIS FLAT BUYER AGREEMENT WITNESSED AND IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO:-**

**i. Charges:**

- a. **"Interest Free Maintenance Security (IFMS)"** is a fund raising on account of maintenance.
- b. **"Maintenance Agency"** includes Company or any body of persons, maintenance agency or an association to whom the Company hands over the maintenance of the Project.
- c. **"Other Charges"** includes Mandatory Additional Charges i.e. ADC (Additional Development Charges)-, External Electrification Charges (EEC) & Fire Fighting Charges (FFC)], Power Backup Installation Charges, Club Membership Charges (CMRC), Advance Maintenance Charges (AMC) and Additional Charges if applicable.
- d. **"Preferential Location Charges"** shall be the charges levied by the Company for preferably located flats in the projects which are Park Facing or Central Park Facing Flats, Corner Flats, Floor PLC etc.
- e. **"The Community"** means the residential colony proposed to be developed by the Company which is more particularly known as "RAJ RESIDENCY", Plot No. 3-I, Gaur City-II, Sector 16-C, (Noida Extension) Greater Noida West, District Gautam Budh Nagar (U.P.)

- f. **“Advance Maintenance Charges”** means advance payment of 30 months maintenance charges for routine up keeping of common area of the project. Periodic expenditure to preserve or retain an assets operational status for its originally intended use and to maintenance, street lights, water pump, plumbing, lift maintenance, parking, sweeper, maintenance of DG set transformer, etc.
- g. **“Watch and Ward Charges”** means In case of allottee failure to take over the possession of the said flat within stipulated period then the allottee shall liable to pay watch and ward charges to the builder for looking after the subject flat.
- h. **Lease Rent** lease rent paid to Noida Authority is charged proportionately from the Allottee.

## ii. Terms and Conditions:

1. In addition to the Basic Sale Price of the Flat the Allottee shall also pay in timely manner Additional Development Charges (ADC), External Electrification Charges (EEC) & Fire Fighting Charges (FFC)], Power backup installation charges, Club Membership Charges (CMRC), Advance Maintenance Charges (AMC), Preferential Location Charges (PLC), if applicable, EDC Charges, Service Charges, Lease Rent, Metro Cess. Any increase in ADC, statutory and non-statutory charges shall be borne and paid by the Allottee in proportionate basis directly to the Company within 30 (Thirty) days of the receipt of any such communication.
2. In the event that the Allottee is allotted any such preferentially located flat at sole discretion of the Company and subject to availability, the Allottee shall be liable to pay the PLC to the Company in addition to the Sale Price immediately upon demand from the Company.
3. The Allottee has entered into this Agreement on the condition that out of the amounts paid / payable by the Allottee towards the Sale Price, the Company shall treat 10% of the Basic Sale Price as Earnest Money Deposit. However, if the Allottee chooses not to sign this Agreement and further chooses to withdraw from the process of Allotment, then **10%** of the amount paid by the Allottee, against Flat shall stand forfeited and balance amount (if any) shall be refunded to the Allottee after statutory deduction. However, after signing this Agreement, in order to ensure the fulfillment, by the Allottee of all the terms and conditions as contained in the application and this Agreement and in the event of the failure of the Allottee to perform all obligations set out in this Agreement or fulfill all the terms and conditions of this Agreement or in the event of failure of the Allottee to sign and return this Agreement in its original form to the Company within 30 (Thirty) days from its date of dispatch by the Company, the Allottee hereby

authorizes the Company at its sole option and discretion, to cancel this agreement and the allotment of the Allottee and to forfeit the Earnest Money as aforementioned together with any interest paid, due or payable, and any other amount of a non refundable nature, out of the amounts paid by the Allottee.

4. The Flat Allottee agrees that the conditions for cancellation of booking and for forfeiture of earnest money shall remain valid and effective till the execution and registration of the conveyance/ sale deed for the said Flat and that the Flat Allottee hereby authorizes the Company to effect such forfeiture without any notice to the Flat Allottee.
- 5 The Flat Allottee shall make all payments in time in terms of Schedule of Payments and as may be demanded by the Company from time to time and without any reminders from the Company through A/c Payee Cheque/ Demand Draft(s) in favor of JINDAL PROMOTERS PVT. LTD. However the Company will send intimation to the Flat Allottee (with Construction Linked Payment Plan / Flexi Plan) regarding reaching of a particular construction stage/ landmark referred to in the Schedule of Payments.
- 6 That the **timely payment** has been understood to be the essence of this Agreement with respect to the Allottee's obligations to pay the total price of the flat in accordance with the Payment Plan, along with other payments such as applicable stamp duty, registration fee and other charges payable by the Allottee as stipulated under this Agreement to be paid on or before the due dates or as and when demanded by the Company, as the case may be and also to perform or observe all the 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 reminders regarding the payments to be made by the Allottee as per the Payment Plan or regarding the obligations to be performed by the Allottee. In the event of delay by the Allottee in the payment of Basic Sale Price and Other Charges as mentioned in the Payment Plan by the due date, the **Allottee shall be liable to pay interest @ 12% per annum.**
- 7 In the event, the payment is not received within 30 days from the due date given in the Installment Call Notice issued by the Company or in the event of breach of any of the terms and conditions of this Agreement by the Allottee, the allotment will be cancelled and 10% of the value of the flat will be forfeited and the balance amount will be refunded to the flat allottee without any interest.
- 8 The Company has made clear to the Flat Allottee that it shall be **carrying out extensive**



**development/** construction activities in the entire area falling outside land underneath the said Block in which his/her/their/its Flat is located and that the Flat Allottee has confirmed that he/she/they/it shall not raise any objection or make any claims or fail to pay installments in time as stipulated in Schedule of Payment on account of inconvenience, if any, which may be suffered by him/her due to such development/ construction or its incidental/ related activities.

- 9 It is made clear by the Company and agreed by the Flat Allottee that all rights including **the rights of ownership of land(s) , facilities and amenities** (other than those within the said Block in which flat of the Allottee is situated and the land underneath the said block only) **shall vest solely with the Company and Company shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities** including but not limited to creation of further rights in favor of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode, which the Company may deem fit in its sole discretion.
- 10 The Allottee agrees and understands that the Company shall have the **right to adjust/ appropriate the installment** amount received from the Allottee first towards the interest, service tax and other sums, if any, due from the Allottee and the balance, if any, towards the Sale Price. Such adjustment/ appropriation of payments shall be done at the sole discretion of the Company and the Allottee undertakes not to object, protest, and demur or direct the Company to adjust the Allottee's payments in any manner otherwise, then as decided by the Company, at its sole discretion. In case of down payment, if the purchaser fails to pay the installment in the stipulated period, the payment plan will be automatically considered as flexi link / construction link plan whichever available and also down payment rebate or any discount will be taken off.
- 11 It is understood and agreed by the parties that the right of admission to club, club with swimming pool, and any other facility shall always reserved and vest with the Company. The Company may permit the use of such facility upon payment of Membership fees, timely payment in advance of monthly charges, yearly subscription fees or any other charges for use of these facilities. The company may allow other parties, subject to indemnify the losses if any occurred by any act, while paying to anyone including resident.
- 12 That the Allottee shall pay electric connection charges, electric meter installation charges, water connection charges, security deposit thereof etc. to the concerned authorities/ Company, If the Company decides to apply and thereafter receive permission from Uttar Pradesh State

Electricity Board (UPSEB) or from any other body/commission/regulatory authority constituted by the Government for such purpose, to receive and distribute bulk supply of electrical energy in the Premium housing project, then the Allottee undertakes to pay on demand to the Company the proportionate share as determined by the Company of all deposits and charges paid by the Company, failing which the same shall be treated as unpaid portion of the total price payable by the Allottee of the Flat and the conveyance of the Flat shall be withheld by the Company till full payment thereof is received by the Company from the Allottee, Further the Allottee agrees that the Company shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the Flat and building thereon till full payment of such deposits and charges is received by the Company. Further in case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/direct electrical supply connection directly from Uttar Pradesh Electricity Board (UPSEB) or any other body. The Allottee agrees to pay any increase in the additional deposits, charges for bulk supply of electrical energy as and when demanded by the Company.

- 13 The cost of electric and water meter, piped cooking gas (if available), gas meter etc. and all expenses for reticulation equipment and installation -shall be borne by the Allottee as and when demanded by the Company or concerned authority.
- 14 The flat is provided with a provision of standby power backup (subject to timely payment of maintenance charges) from stand-by generators for electrical load with minimum 1 KVA for 2 BHK, 2 KVA for 3 BHK, 3 KVA for 4 BHK and every flat on payment basis. The Company shall be free to inspect the installed electrical equipment/ appliances in the house of Allottee and ascertain the standby power required by the Allottee. In case the total standby capacity is more than limit as per units noted above, then the Allottee shall pay the Company additional standby load charges @ Rs.30000/- per KVA or as applicable and undertake to pay, immediately on demand by the Company provided the Company has spare capacity of standby electrical power. Single Electric Meter connection will be charged extra. The calculation and additional standby load charges calculated by the Company shall be final and binding on the Allottee. Further, the Company shall be free to fix any device at the cost of Allottee to limit the electrical load to approved load and such device will have circuit to cutoff supply in case excess load is drawn from the standby electrical reticulation. The Company shall not be responsible for non supply of standby power or any consequential damages which may be incurred by Allottee in case of non-availability of standby power by the Company. In the event of the transfer / sale of the flat by the Allottee, the aforesaid facilities shall be passed on by the Allottee to the transferee and the transferee shall have a right to avail of the power backup

facility on the same terms and conditions as applicable to the Allottee. In case the facility rate for additional standby power is higher at that point in time, then the transferee will have to pay the difference between the new rate of security deposit for additional standby power and that paid by the Allottee originally. The Allottee cannot install DG set in the said flat and building thereon without prior permission of the Company, such permission will be provided by the company only under condition when the Company is unable to supply additional standby power from the Standby DG sets of the Company due to unavailability of such capacity.

- 15 That the Advance Maintenance charges (AMC) will be payable in advance for first 30 months, on completion of project, or after occupancy of the Flat, the company will charge further maintenance charges for additional period of one year for smooth maintenance of the society if registered RWA is not formed after expiry of 30 months. The Balance AMC charges (if any) will be transferred to the registered RWA and / or any maintenance agency after completion of period. The Flat Allottee will be under an obligation to execute an agreement with the Maintenance agency for payment of maintenance charges. AMC charges once paid, is not refundable, if allottee fails to pay the charges, the obligation in this agreement shall be ceased. The fund will be utilized for routine up keeping of common area of the project. Periodic expenditure to preserve or retain an asset's operational status for its originally intended use. AMC includes lawn maintenance, common area maintenance, street lights, water pump, plumbing, lift maintenance, sweeper, maintenance of DG set and transformer etc.
- 16 Monthly replenishment/ additions charges are to be paid by all the flat allottees to the nominated Maintenance agency, at the rate per square feet per month of the super area at the prevalent rate or as decided by maintenance agency after expiry of 30 months at RAJ RESIDENCY, Greater Noida & fixed security charges towards IFMS for maintenance & replacement of capital goods. These charges will be payable from the date the buildings is declared fit for occupation and shall be liable to be increased by the Maintenance agency as and when required, keeping in view the cost structure.
- 17 The Charges levied by the Greater Noida Industrial Development Authority, or any other Local/ Central or state Government body towards vacant land tax during the course of construction, property tax or any other taxes, levies or charges, shall be borne by the flat allottee(s) from the date of levy irrespective of the fact that the allottee was not enjoying any benefit of flat since it had not been completed. Property Tax will be payable by each allottee to the Noida Authority or any other Government Body with effect from the date on which it is levied. However, if

assessment of Property Tax is not made separately for each flat and as consolidated demand is made by the Noida or any other Competent Authority, then in that case each flat allottee will pay the proportionate share to nominated body of builder to be nominated by "The Company" on the basis of the super area or annual letting value as the case may be, of each flat.

- 18 The Flat Allottee shall pay the charges mentioned in clauses (12), (13) (14) and (15) hereof within a month from the date of demand notice issued by the Company" failing which he/she/they/it will be liable to pay interest @ Rs. 12% P.a .from the date of demand notice till the date of actual payment. For this purpose part of a month will be treated as full month. In case the charges mentioned in sub-clause (17) are payable direct to a Local Body/Central/State Government Office, the conditions of payment as prescribed by the body/office will be applicable.
- 19 If due to any subsequent legislation / government order, directives, guidelines or change/ amendments in Fire Codes, National Building Code, or if deemed necessary by the Company at its sole discretion to provide additional services and fire safety measures, then the Allottee undertakes to pay within thirty (30) days from the date of written demand by the Company the additional expenditure incurred thereon on proportionate basis as determined by the Company.
- 20 The Company reserves the right to give on lease / hire / sell or make further constructions on a part of the top roof/ terraces above the top floor excluding exclusive terraces forming a part of some flats, part of club space or any of the building in the said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or the use/hire/lease the same for advertisement or/and other purpose i.e. for convenient shop and the Flat Allottee agrees that he/she/they/it shall not object to the same and make any claims on this account.
- 21 The Allottee shall park his/her/their/its vehicles i.e. scooter and car / jeep etc. in the space allotted by company. He/she/they/it shall not park his/her/their/its vehicle on the road. In case the Company finds out that the Allottee is regularly parking his/her/their/its vehicle(s) on the road, the Company without any further notice can place wheel locks on his/her/their/its vehicles and the same shall be removed on payment of stipulated parking fine as applicable from time to time or get the vehicle (s) removed and the vehicle(s) will be released upon payment(s) of towing charges and fine as decided by the company from time to time.

- 22 The service areas, if any, as may be located within the said Building/ said Complex, as the case may be shall be earmarked by the Company to house services including but not limited to Electric Sub-Stations, Transformers, DG Sets, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipment's etc and other permitted uses as per Zoning Plans/Building Plans. The Company may also, at its absolute discretion, earmark areas for reserved car parking for the staff of the Maintenance Company/ its own staff. The Flat Allottee shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Company or the maintenance company/ agency and its employees for rendering maintenance services. The Flat Allottee shall keep the Company indemnified and harmless against any breach/violation of the terms hereof.
- 23 The Company shall have no objection if the Allottee raises funds/loan from Financial Institutions/ banks for acquiring the flat, subject to the following clauses:
- a. If under any agreement to be executed by the Allottee with Financial Institution/banks, the Company is required to give any specific letter granting No-objection, the same shall be issued by the Company at its discretion and on the specific request made in this behalf by the Allottee and at the cost, risk and responsibility of the Allottee.
  - b. The grant of No-Objection by the Company herein, to the Allottee for obtaining finance/ loan as aforesaid shall not in any manner be construed to mean that Company is in any manner expressly or by implication, party to the agreement or undertaking, if any, between the Allottee and the said Financial Institution/banks or concerned with the performance or non-performance of the respective obligations inter-se between the Allottee and Financial Institution/Banks.
  - c. The Company may, on the request of Allottee, in its sole discretion agree to enter into any Tripartite Agreement involving Company, Financial Institution/ Banks and Allottee. However, the execution of the Tripartite Agreement by the Company shall not, in any manner, be construed to mean that the Company is concerned with the performance or non performances of the respective obligations inter se, the Allottee and Financial Institutions/Banks. The Allottee undertakes to keep the Company duly indemnified of all losses and damages which Company may suffer due to default of the Allottee in performing his/her/their/its part in the said Tripartite Agreement.

- d. The Allottee undertakes to perform all such obligations towards the Financial Institution/Banks, the performance of which shall have direct bearing on this Agreement.
- e. The grant of No-objection by the Company to the Allottee shall not in any manner absolve or affect the liability of the Allottee to perform its obligations under this Agreement including the obligations to make timely payment etc., and the No-objection is only granted to facilitate the Allottee to perform his obligations as undertaken by him under this Agreement.
- f. If the allotment of the Allottee is cancelled either due to Allottee's failure to pay the balance amount representing the difference between the loans sanctioned by the Financial Institution/Banks and the actual amounts payable by the Allottee under this Agreement or due to any other reason of non-performance of any term or condition of this Agreement and the Company is liable to refund any amounts under this Agreement as per **clause 9** above, the said amounts shall not be refunded to the Allottee till No Due Certificate is submitted from the Financial Institution and if any instructions have been submitted to the Company to pay all such amounts to the Financial Institution/Banks, the Allottee hereby absolves the Company and discharges them from all their obligations under this Agreement, if the amounts are paid directly to the said Financial Institutions/Banks. The Allottee shall be entitled to receive residual amounts, if any, directly from the said Financial Institutions/Banks only and shall not raise any claim of any nature against the Company.
- g. The Allottee undertakes to keep the Company indemnified from any disputes between the Financial Institutions/Banks.
- h. Till execution and registration of Sale deed/Deed of Flat in favour of the Allottee, the rights of the Financial Institution/Banks shall be restricted to receive the amounts from the Company on cancellation of allotment under this Agreement as per **clause 9** above.
- i. On execution and registration of Sale Deed/Deed Of Flat, the Financial Institution/Banks shall be entitled to receive the original Sale Deed/Deed of Flat from the Company, provided that the same has been requested for by the Financial Institution/Banks in writing to the Company at least 15 days prior to the execution and registration thereof under intimation to the Allottee and the said Financial Institution/Banks deposes a duly authorized representative for the said purpose.

24 The Allottee hereby acknowledges that the Company may raise finance/ loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables or in any other mode



or manner by charge/mortgage of the flat/Building/said land subject to the condition that the flat allotted to the Allottee shall be free from all encumbrances at the time of execution of Sale deed. The Company/Financial Institution/Bank shall always have the first charge on the flat for all their dues and other sums payable by the Allottee or in respect of any loan granted to the Company for the purpose of the construction of the said Building/ said Complex.

- 25 The Allottee hereby agrees to undertake that he shall not object to the amalgamation / merger of the Company with any other Company or entity or with each other without prejudice to his / her rights.
- 26 The Sale Deed/conveyance deed shall be executed and got registered in favour of the Allottee within six months from the date of Offer of Possession after the Flat has been finally measured at the site and after receipt of full sale consideration including all other charges, late payment charges, interest and other charges and compliances of all other terms and conditions of this Agreement by the Allottee. The cost of stamp duty, registration charges and any other incidental charges and expenses will be borne by the Allottee in addition to the full sale price of the Flat, as and when demanded by the Company.
- 27 The Company shall offer in writing to the Allottee to take over the physical possession of the flat for his/her/their/its occupation and use in terms of this Agreement within sixty (60) days of issue of the notice as aforesaid, subject to the Allottee having complied with all the terms and conditions of this Agreement. Upon receiving the intimation as aforesaid, the Allottee shall, within the time stipulated by the Company, take over the flat by executing necessary indemnities, undertakings, Maintenance Agreement and/or such other documentation as the Company may prescribe and the Company shall, on satisfactory execution of such documents and payment by the Allottee of all the dues under this Agreement, handover the physical possession of the flat to the Allottee.
- 28 In the event of the Allottee's failure to take over the possession of the flat allotted, within sixty (60) days from the date of written intimation by the Company offering possession, the Allottee shall be liable to pay to the Company compensation as watch & wards charges @ Rs. 5/- per sq.ft.. of flat per month and @ Rs. 10/- per sq. ft. will be charged for delay during second month from the date of expiry of said "fit-out-period". During the said period, the flat shall remain at the risk of the Allottee. The Company shall be entitled to withhold conveyance or handing over of possession and use of the flat till the watch & ward charges with applicable

overdue interest as prescribed in this Agreement, if any, are fully paid. It is made clear and the Allottee agrees that the holding charges as stipulated in this Clause shall be a distinct charge, not related to (and in addition to) maintenance or any other charges as provide in this Agreement. In case the Allottee fails to take the possession of the flat from the Company within 120 days of stipulated date of the offer of possession, then the Company may terminate the Agreement within 30 days thereafter. On the Company exercising the option to terminate the Agreement after 120 days as aforesaid the Company shall be at liberty to sell and/or dispose off the flat to any other party at such price / charges and upon such terms and conditions as the Company may deem fit. On the Company exercising the option to terminate the agreement, money deposited by the Allottee to the Company shall be liable to be forfeited and no refund of any earnest money or other charges shall be made to the Allottee.

- 29 If the Offer of Possession of flat is delayed by reason of inability to procure or general shortage of steel and/or cement and/or bitumen and/or aggregate stone and/or other building materials, or water supply or electric power or labour, or failure of transportation of building materials or due to slow down, strike or lockout or due to disputes between the Company inter se or with the construction agency (ies) engaged by the Company, which are factors recognized by the Allottee to be beyond the control of the Company and/or because of any civil commotion or by reason of war, or enemy action, or earthquake or terrorist action or any Act of God (force majeure) or if non-delivery of possession is as a result of any law, notice, order, rule or notification of the Government and/or any other Public or Competent Authority or Court of law or due to delay/refusal for sanction of building/zoning plans/grant of completion/occupation certificate by any competent authority or for any other reason beyond the control of the Company then in any of the aforesaid events the Company shall be entitled to a reasonable extension of time for delivery of possession of the flat and the time period shall correspondingly stand extended for the said purpose. The Company as a result of such a contingency arising reserve the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Company so warrant, the Company may suspend the said Project or any part thereof for such period as it may consider expedient and no compensation of any nature whatsoever shall be claimed by the Allottee for the period of extension of time for handing over possession of the flat or suspension of the said Project or any part thereof. In the event the Project or any part thereof remains suspended for a continuous period of 180 days, the Company may completely abandon the Project or any part thereof at their sole discretion. Upon abandonment of the Project or any part thereof, the Allottee shall neither have any lien upon the land or any facility / superstructure built thereon nor any right to claim compensation of any nature or any interest whatsoever except the right to receive the principal amount paid



towards the sale price. The said amount shall be refunded by the Company within 120 days of intimation of the abandonment of the Project or any part thereof.

30 .The Allottee has paid all installments on time and as per the Payment Plans and is otherwise in compliance of this Agreement, if the Company fails to offer possession of the Flat within the stipulated period i.e. 36 months on execution of agreement, subject to reasonable delay of 180 days then the Company shall pay to the Allottee compensation @ 12% per annum provided however, that the intending allottee has made the payment of all instalments towards the sale consideration amount and other consideration of flat in time without making any delay to developer.

31.. It is specifically made clear to the Flat Allottee that all defaults, breaches and/or non-compliance of any of the terms and conditions of this Flat Buyers Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. With a view, to acquaint the Flat Allottee some of the indicative events of defaults are mentioned below which merely illustrative and are not exhaustive.

- a. Failure to make payment of even one installment within the time as stipulated in the Schedule of Payments and failure to pay the stamp duty, legal, registration any incidental charges, service tax, any increases in security included but not limited to interest free maintenance security as demanded by the Company, any other charges, deposits for bulk supply of electrical energy, taxes etc. as may be notified by the Company to the Flat Allottee under the terms of this Flat Buyers Agreement and all other defaults of similar nature.
- b. Failure to take over the said Flat for occupation and use within the time stipulated by the Company in its notice.
- c. Failure to execute the conveyance deed within the time stipulated by the Company in its notice.
- d. Failure to pay on or before its due date the maintenance charges/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the Company, its nominee other Body or Association of Flat Owners.
- e. Dishonor of any cheque(s), given by Flat Allottee for any reason whatsoever.
- f. Sale/transfer disposal of/dealing with, in any manner, the reserved parking space independent of the said Flat.

- g. Any other acts, deeds or things which the Flat Allottee may commit, omit or fail to perform in terms of this Flat Buyers Agreement, any other undertaking, affidavit/Flat Buyers Agreement/indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to any event of default and the Flat Allottee agrees and confirms that the decision of the Company in this regard shall be final and binding on the Flat Allottee.

Upon the occurrence of any one or more of event(s) of default under this Flat buyers agreement including but not limited to those specified above, the Company may, at its sole discretion decide to cancel this Flat buyers agreement. If the Company decides to cancel this Flat buyers agreement, the Company shall have the right to retain, as and for liquidated damages, the entire earnest money as specified in this Flat buyers agreement along with the interest on delayed payments, any interest paid, due to be payable, any other amount of a non-refundable nature. The Flat Allottee agrees that upon such cancellation of this Flat buyer Agreement the Company will be released and discharged of all liabilities and obligations under this Flat buyers agreement and the Flat Allottee hereby authorizes the Company that the said Flat may be sold to any other party by the Company or dealt in any other manner as the Company may in its sole discretion deem fit as this Flat buyers agreement had never been executed and without accounting to the Flat Allottee for any of the proceeds of such sale. In the event of the Company electing to cancel this Flat buyer Agreement any amount which shall prove to be refundable to the Flat Allottee over and above the amounts retained as and for liquidated damages such as the earnest money, interest on delayed payments, any interest paid, due or payable, any other amount of non-refundable nature, shall be refunded by the Company only after realizing such refundable amount on further sale resale to any other party and shall be refunded without any interest or compensation of whatsoever nature and upon such cancellation and refund by the Company by registered post, the Flat Allottee shall be left with no right, title, interest or lien over the said Flat in any manner whatsoever.

- 32. Notwithstanding anything contained in the Transfer of Property Act, or in any other law for the time being in force, any person acquiring any flat from Allottee of flat by gift, exchange, purchase or otherwise, or taking lease of the flat from Allottee of the flat, shall in respect of the said flat execute and register an instrument in such form, in such manner and within such period as may be prescribed by the Company and will give an undertaking to comply with the covenant, conditions and restrictions, subject to which such flat is owned by the Allottee before execution of sale deed.

33. The Allottee agrees and understands that the Allottee shall not be unilaterally entitled to get the names of his/her/their/its nominees, Legal representatives etc. substituted in his/her/their/its place. The Company may however, in its sole discretion, permit such substitution on such terms and conditions including such payments of transfer charges as it may deem fit. The other substitution shall further be subject to the directions and instruction as may be issued from time to time by the Government of Uttar Pradesh and / or other authorities having jurisdiction over the Project. In case the Allottee is permitted to do so, the Allottee will be required to obtain a 'No Due Certificate" from the Company and the Maintenance Agency.
34. The Flat Allottee has confirmed and assured the Company prior to entering into the Flat Buyers Agreement that he/she/they/it has read and understood the relevant Apartment Ownership Act and its implications thereof in relation to the various provisions of this Flat Buyers Agreement and the Flat Allottee has further confirmed that he/she/they/it is in full understanding of the Flat Buyers Agreement alongwith the provisions of this Flat Buyers Agreement in relation to such laws and shall 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.
35. The Flat Allottee agrees that the Company shall have the first charge/ lien on the said Flat for the recovery of all its dues payable by the Flat Allottee under this Flat Buyers Agreement and such other payments as may be demanded by the Company from time to time. Further the Flat Allottee agrees that in the event of his/her/their/its failure to pay such dues as afore-stated, the Company will be entitled to enforce the charge/ lien by selling the said Flat to recover and receive the outstanding dues out of the sale-proceeds thereof.
36. In case of Allottee seeking transfer of the allotment of flat, the Company may permit the Allottee to do so provided that:-
- a. The Allottee has executed the Flat Buyer Agreement before entering into such transfer of allotment of the flat by the Company;
  - b. The endorsement of flat will be at the discretion of Management subject to payment of applicable charges.
  - c. The Allottee has submitted an appropriate letter of request for transfer of allotment in favour of the prospective buyer/proposed transferee to the Company. The said letter

of request would be duly signed by all the concerned parties and would be accompanied by a no objection letter/certificate from the concerned Financial Institutions or bankers, in case payment against the said booking was made by the Allottee by raising funds/ loans from any financial institutions/bankers;

- d. The consent of the Company shall be subject to applicable laws and notifications or any government directions as may be enforced at the relevant time;
- e. The Allottee shall be solely responsible and liable for all legal, monetary and any other consequences that may arise from transfer of allotment in favour of some third person, the Company shall have no direct or indirect involvement in any manner whatsoever and shall keep Company always indemnified against any liability which may come into existence directly or indirectly due to transfer of allotment by the original Allottee of the flat.

37. The flat allottee shall abide by all laws, rules and regulations of the G.N.I.D.A./Local Bodies/ State Govt. of U.P./Central Government and of the proposed Body Corporate, and shall be responsible for all deviation, violations or breach of any of the conditions of laws/bye-laws or rules and regulations before and after the completion of the premium housing project. The terms and conditions laid down by the G.N.I.D.A. shall be binding on the allottees. The flat shall be used for the purpose for which it is allotted and as permissible under the terms specified by G.N.I.D.A.

38. The Allottee agrees, undertakes and confirms that the Flat allotted to the Allottee can be used for residential purposes only and the Allottee hereby undertakes to use and develop the Flat for residential purpose only and not for any other purpose whatsoever.

39. In order to maintain security in the residential housing project, the Company/ Maintenance Agency shall be free to restrict the entry of anyone into the Premium housing project and/or into the Buildings whom it considers undesirable at the outer gate itself. In case of insistence by such visitor (s), the security staff of the Premium housing project will be at liberty to call upon the Allottee / lawful tenant / occupant to come to the gate and personally escort the person(s) from the gate to his house / dwelling unit and assume the responsibility of escorting them out as well. The Company/Maintenance Agency shall not be liable in any manner in respect of the security services provided for the Group Housing Colony.

40. The Allottee shall permit Company, Maintenance Agency, or their authorized representatives when so required to enter his unit for the purpose of performing installations, alterations or repairs, cleaning or for any other purpose or in connection with the obligations and rights under this Agreement, including but not limited to electricity, water, sewerage or for repairing / changing wires, gutters, pipes, manholes, drains, etc. to the mechanical, plumbing or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.
41. The Company, subject to the rights of the Allottee/s, reserves the right to transfer ownership of the Said Building/Project in whole or in part(s) to any other entity such as 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 Company in its sole discretion and the Allottee/s agrees that he /she/they/it shall not raise any objection in this regard.
42. At its sole and absolute discretion, the Company may start or postpone construction / development/ renovations on any part of the Said Land/Project or develop new wings (vertical / horizontal) thereof or make additions to or put up additional structures apartments in/upon the Said Building or raise additional building(s) and(or structures anywhere in the Project as may be permitted by the competent authorities and such additional constructions/apartments buildings/structures shall be the sole property of the Company and the Company shall be entitled to deal with it an its discretion without any interference on the part of the Allottee /s. The Allottee's agrees that Company, at its cost, shall be entitled to connect the electric, water, sanitary, drainage and power back-up fittings on the additional structures / storey with the existing electric, water, sanitary and drainage sources. The Allottee/s agrees that under any circumstances he shall not stop or take any steps to stop such construction on the ground of nuisance, disturbances, or for other reasons of any nature whatsoever or demand any compensation or make any objection / claim or default any payment as demanded by the Company on account of inconvenience.
43. All residuary rights in the Project shall continue to remain vested in the Company till such time the same or any part thereof is allotted sold or otherwise transferred to any particular person / Organization or association of member of the project.
44. The Allottee undertakes to pay on pro rata basis the maintenance bills as raised by the Company/Maintenance Agency from the date of offer of possession, irrespective of whether

he/she/they/it /it is in occupation of flat or not. The bill for utility shall be prepared on the basis of actual consumption of water, electricity (mains as well as standby supply) used in the flat. The Maintenance Charges shall be reimbursed by the Allottee of the Flat on the basis of the area of the flat, whether the flat is actually occupied or not. The Allottee shall regularly pay to the Company/Maintenance Agency the maintenance charges, as determined by the Company / Maintenance Agency who shall look after the maintenance and up-keep of the Premium housing project or any part thereof. The Allottee shall pay the maintenance charges to the Company / Maintenance Agency as aforesaid, as the case may be, in proportion to the area of the flat with effect from the date of offer of possession. The maintenance charges shall be fixed, before the delivery of the possession and revised from time to time, by the Company / Maintenance Agency depending upon the maintenance costs. The decision of the Company or of the Maintenance Agency in this respect and on the costs of maintenance will be final and binding on the Allottee. In case the Company elects / decides to provide Maintenance Services, then the Company shall charge 1.5 times the cost of maintenance services and Company will not charge any such profit on the cost of electricity consumed in providing such services. Initially these charges will be fixed by the Company prior to delivery of possession of the flat in terms of this Agreement. These charges shall be paid at Monthly or as may be decided by the Company/Maintenance Agency. In case of non-payment of electricity/ sewerage/maintenance/security and other relevant charges, the company/ maintenance agency shall be free to disconnect the electricity/sewerage/water connections and these will be only reconnected on payment of all the outstanding dues including the cost of disconnection and reconnection as decided by the company from time to time and the allottee shall be having no objections, whatsoever.

- 45. Interest free maintenance security (IFMS) is mandatory charge.** The Company shall be free to assess and levy maintenance charges in a manner it deems fit by the maintenance agency or RWA come in existence in the society and to the extent that such charges are directly or indirectly payable by the Allottee towards services, infrastructure and facilities enjoyed by the Allottee in the Premium housing project, RAJ RESIDENCY, Greater Noida. In case of failure of the Allottee to pay the maintenance bill and other charges on or before the due date, the Allottee shall not be allowed to use the common facilities and services without prejudice to the right of the Company / Maintenance Agency to adjust in the first instance, the interest accrued on the Interest Free Maintenance Security against such defaults in the payments of maintenance bills and in case such accrued interest falls short of the amount of the default, the Allottee further authorizes the Company/ Maintenance Agency to adjust the principal amount of the Interest Free Maintenance Security against such defaults. The

Company shall have the right to transfer IFMS of the Allottee to the Maintenance Agency and/ or registered association of the Flat owners but not before 2 1/2 years or till 60% occupancy as the Company may deem fit, after adjusting therefore any outstanding maintenance bills and/ or other outgoings of the Allottee at any time upon execution of the Sale Deed and thereupon, the Company shall stand completely absolved and/ or discharges of all its obligations and responsibilities concerning IFMS, including but not limited to issues of repayment, refund and/or claims, if any of the Allottee on account of the same.

46. The Flat Allottee agrees and undertakes that he/she/they/it shall join the Associations of Flat Owners as may be formed by the Company on behalf of Flat owners and to pay fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the company for this purpose. The Flat Allottee agrees to execute any such document as deemed necessary for this purpose.
47. All correspondence relating to this allotment shall be sent by the company to the Flat Allottee under Certificate of Posting on the address given in the application for registration/ booking or at the last given address intimated in writing to “ The Company “ after taking proper acknowledgement thereof. The dispatch of any communication by registered post/courier services shall be deemed to be sufficient service thereof.
48. The terrace at the upper most floors shall not form part of the Flat Allotted to the Flat Allottee. In case during the course of construction and/or after the completion of the building, further construction in the Project or on the plot of land on which construction of the Project has been undertaken becomes permissible. “The Company” shall have the sole right to take up or complete such further construction belonging to the Terrace at the upper most floor notwithstanding the designation and allotment of any common area or otherwise. It is agreed that in such a situation and proportionate share of the flat allottee in common areas and facilities and limited common area and facilities shall stand varied accordingly.
49. The Allottee shall not make any additions/alterations in the flat or the building without written permission from “The Company” and the concerned authorities, or not even any part thereof whereby the standards set out by the Architects are impaired/ changed/ varied or to cause any structural threat to the neighboring house or structure. The Allottee hereby covenants with the Company that he /she/it at his/her/their/its own cost, shall keep the peripheral walls, gate, driveway, open front yard, the house building on the flat, its walls and partitions, sewers,



drains, pipes and appurtenances thereto or belonging there to, in good and tenantable repair and maintain the same in a fit and proper condition. The Allottee shall ensure that the structure of the Building and the services within the building are maintained in proper conditions and its integrity of the building on the flat is not damaged or jeopardized in any manner. The Allottee shall neither himself/herself/itself do, nor permit or suffer anything to be done in any manner or any part thereof, the staircases, lifts, shafts, compound or anything connected with or pertaining to the Building which would violate any rules, bye-laws of the Municipal Authorities or any law for the time being in force, or any rule or notification issued by the Local or other Authority. The Allottee agrees not to put up any name or sign board, neon-light, publicity or advertisement material, hanging of clothes, goods, articles, pictures, material of any nature in any manner whatsoever on the external facade of the Building or anywhere on any exterior part of the Building. The Allottee also agrees not to change the color scheme of the outer walls or painting of the exterior side of the doors & windows etc., or carry out any change in the exterior elevation or design other than what is permitted by the Architect of the Project. The Allottee shall be responsible for any loss or damage arising out of breach of any of these conditions. However, the Allottee, with prior approval of the Company, may carry out interior works in the house without disturbing the structure and / or the facade of the house building and without disturbing other house owners/ neighbors and shall adhere to the timing and duration of such works as may be stipulated by the Company while according the approval.

50. It is specifically made clear to the Flat Allottee that his/ her/their/its right to use such common areas and facilities within the said block and general commonly used areas and facilities falling outside the land underneath the said block (excluding reserved parking areas for exclusive use) but within the said complex shall be limited to the areas within the said complex as may be included in the Declaration which may be filed by the Company at its sole discretion in terms of the relevant Apartment Ownership Act or any other amendment(s) or statutory modification(s) or reenactments thereof or under the provisions of any other applicable law(s) and the Flat Allottee hereby agrees that such Declaration shall be binding upon the Flat Allottee. The Flat Allottee has assured the Company to faithfully abide by such declaration. The common areas and facilities within the said Building and the general commonly used areas and facilities within the said Complex shall be available for use by the Flat Allottee subject to the timely payment of maintenance charges and the Flat Allottee agrees that in the event of failure to pay maintenance charges on or before due date he/she/they/it shall not have the right to use such common areas and facilities and such general commonly used areas and facilities.



51. The Flat Allottee agrees that the reserved parking space allotted to him/her/their/its for exclusive use shall be understood to be together with the Flat and the same shall not have independent legal entity detachable from the said Flat. The Flat Allottee undertakes not to sell/transfer deal with the reserved parking space independent of the said Flat. The Flat Allottee undertakes to park his/her/their/its vehicle in the parking space allotted to him/her and not anywhere else in the said Complex. The Flat Allottee agrees that all such reserved car parking spaces allotted to the occupants of the building(s)/ said Complex shall not form part of common areas and facilities of the said Flat/ any building constructed on the said site for the purpose of the declaration to be filed by the Company under the relevant Apartment Ownership Act. The Flat Allottee agrees and confirms that the reserved parking space allotted to him/her/it/ them shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Flat under any of the provisions of this Flat Buyers Agreement. In no case, the Flat Allottee shall have a right to enclose or to raise boundary for the reserved car parking.
52. The buyer/allottee understands fully well that construction of the said unit shall be made by the Company as per its own designs and specifications shown by the company and accepted by the buyer/allottee. The buyer/allottee understands fully well, that the company shall continue to have sole and absolute owner rights, title, interest and authority over the said unit (including the superstructure) and all amount paid by the buyer/allottee under this provisional allotment shall not give him any right , lien or interest of any nature whatsoever in the said Unit until execution of registration of sale deed/conveyance deed.
53. It is further clarified that any construction done by the Company in the said unit shall be deemed to be made by the company for its own use until the buyer/allottee has made full payment of all the amounts payable under this allotment and has complied with all the terms and conditions of finance from any financial institution/ bank or any other sources for purchase of the said unit but the buyer/ allottee's obligation to purchase the said unit pursuant to this registration shall not be contingent on the buyer/allottee's ability or competency to obtain such financing and the buyer/allottee will remain bound under this acceptance of Flat buyers Agreement for registration.
54. No allottee, resident or lessee shall himself use or permit to be used his / her/ its flat or building thereupon or any part thereof for any immoral, illegal, unlawful or anti - social activities. No allottee, resident or lessee shall himself use or permit to be used his / her / its flat or

building thereupon or any part thereof in a manner which is a source of nuisance or cause annoyance to any neighbors/ occupiers / residents of the Premium housing project.

55. The allottee, resident or lessee will ensure that the front yard is kept open and no boundary wall is erected around the front open yard forming part of the flat of the Allottee and the grass in the front yard is well maintained, trimmed regularly and the front open yard is kept well maintained, clean and free of litter, waste etc.. Similarly, the plants planted in the front yard are well maintained and such plant material such be in conformity with the general guidelines of the Company / Maintenance Agency to ensure that there is uniformity and the plant material is not harmful/poisonous to the residents/ their pets and do not harm the indigenous plantation material or cause water depletion (i.e. such as eucalyptus trees).
56. The allottee, resident or lessee of the flat or building thereon or any part thereof shall not fix any hoarding, publicity material, signage, any illumination in any manner signifying commercial use and intent. However, name plate with flat no. may be fixed on the front gate of reasonable size or as specified by the Architect.
57. The Allottee agrees that even after handing over the possession of flat by the Company in the Premium housing project to the Allottee, the Company shall continue to have, as before, the right to make structures in the aforesaid manner, and pass on the additional FAR as and when available / permissible by the Concerned Authority, on the next / adjoining phase / area, green area, any other area adjoining to the flat of the Allottee or any other area adjoining / under left for development in Premium housing project provided that if the flat loses its preferential location (for instance park facing etc.) as a result of additional construction by the Company which is permissible as a result of availability of additional FAR/ permissions, the Allottee would be entitled to get refund of the Preferential location Charges paid by the Allottee without any interest and/ or compensation and/ or damages and/ or costs of any nature whatsoever and such refund shall be adjusted in the following installment to be paid by the Allottee.
58. The Allottee agrees to abide by the rules and regulations as prescribed by the Petroleum and Explosives Safety Organization (PESO) in terms of storage of hazardous, inflammable and explosive substances within the Premises of the flat including the provisions of the Inflammable Substances Act, 1952, The Petroleum Rules, 2002, The Gas Cylinder Rules, 2004 and/ or any other relevant Act or Rule as applicable from time to time on the Project and Flats.

59. That the Company shall have the first lien and charge on the said flat (including on any income/ rent there from) for all its dues payable by the Allottee under this allotment.
60. The Company proposes to develop a Club which will be constructed by the Company at its own cost / funds generated by allottee(s) and as and when it deems fit. The Company may permit the Allottee(s) of apartments, the allottee(s) of commercial space, lessee's of commercial space, allottee (s) of flats, residents of RAJ RESIDENCY, Greater Noida and members of general public to become member of the club at sole discretion of company and upon acceptance of such terms and conditions the Company may frame from time to time and upon payment of deposits and charges stipulated from time to time, then the company may upon acceptance and fulfillment of the terms and conditions by such person may consider acceptance of such persons as member of club for the time period as the Company may stipulate. The Allottee may avail membership of the Club provided he applies for the membership in stipulated manner by the Company and in such case the Allottee shall pay the Club Membership Charges and, yearly subscription charges as stipulated by the Company from time to time. The Company reserves absolute right to accept the application of an Allottee for membership of the club and Company at its sole discretion may accept or reject the application of the Allottee without assigning any reason for non-acceptance / rejection of application. The Allottee accepts that at no point in time the Company has assured that the membership of the club is available to the Allottee upon being allotted a flat in the Premium housing Project. The rights of admission to the club shall always remain vested with the Company. The club membership agreement would revise after every 5 years. The Company at its sole discretion may permit and allow any person, organization, company or any body to become member of the club even if such person is not resident of RAJ RESIDENCY, Greater Noida and to which the bonafide member will have no objection whatsoever. The Company shall be free to allow use of the Club to any person or persons upon such terms as Owner may deem fit / or deal with the same in any manner whatsoever as the Company deem fit, including selling the same or using the same for commercial purpose / all permissible uses and the bonafide club members and Allottees will have no objection to such action of the Company. The Company shall be free to frame rules and regulation governing the club and the bonafide members / allottee shall fully abide by such rules and regulation and at no occasion will cause or impair full utilization of this facility by the Company as it may deem fit. The Allottee shall not interfere in the management and / or maintenance of the club in any manner whatsoever. The ownership of the Club, its equipment, buildings and constructions together with the rights in the Land underneath shall continue to vest with the Company at all times irrespective of whether its management is done by the Company and! Or its nominee

appointed for this purpose. The Allottee upon becoming member of Club shall be entitled to avail the Club facilities upon strict adherence to and observance of the rules and regulations of the Club.

61. If the Allottee is a non-resident Indian or is a foreign national of Indian Origin, he/ she/they/it shall be solely responsible for conforming, observing and complying with the necessary formalities and/ or provisions of the Foreign Exchange Management Act, 1999 ("FEMA") and Reserve Bank of India Act, 1935 ("RBI Act") and any Rules/ Guidelines or any other applicable laws or amendments or modifications made thereof, including those laws governing remittance of payment, acquisition/ sale/ transfer of immovable property in India.
62. The execution of this Agreement will be complete only upon its execution by the Authorized Signatory of the Company, after receipt of an executed original from the Allottee(s). This Agreement is agreed by the Parties to have been executed at Greater Noida, District Gautambudh Nagar.(U.P.)
63. It is accepted by the Allottee that the Project will always be "RAJ RESIDENCY" and shall never be subject to change unless be it so in the sole discretion of the Company. Accordingly, "The Company" will always from a compulsory suffix/prefix to the Allottee correspondences address from the Apartment.
64. All notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the Party to whom such notice is to be given if sent either by Registered A.D. Post or Speed AD. Post to the Party at their respective address specified below:

Jindal Promoters Pvt. Ltd..

E-10-12, Triveni Complex, Jawahar Park,

Laxmi Nagar.Delhi-110092.

Allottee(s) address

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65. In case the Allotment is in Joint name of more than one Allottee's all communications shall be sent by the Company to the Allottee whose name appears first and at the address given by the said Allottee, which shall for all purposes be considered as service of the said communication to all Joint Allottees.
66. If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions 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 the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
67. Two copies of this Agreement shall be executed and the Company shall retain the first and send the second executed copy to the Allottee for reference and record/ induplicate in case Allottee is obtaining finance/loan from any financial institutions/bank.
68. That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.
69. The Allottee /s agrees that all defaults, breaches and/or non-compliance of or failure to perform and observe any of the obligations, terms and conditions of this Agreement or of any other Obligation as intimated by the Company in relation to the Said Apartment shall be deemed to be events of defaults liable for consequences stipulated herein. Unless otherwise provided in this Agreement, upon the occurrence of any one or more of event(s) of default, the Company may, in its sole discretion, by notice to the Allottee/s, cancel this Agreement by giving in writing thirty (30) days from the date of issue of notice to rectify the default as specified in that notice. If the default is not rectified within such thirty (30) days this Agreement shall stand cancelled without any further notice or intimation and Company shall have the right to retain Earnest Money along with the interest accrued on delayed payments, any interest paid, due or payable any other amount of a non- refundable nature. The Allottee /s acknowledges that upon such cancellation of this Agreement the Allottee/s shall have no right or interest on the Said Apartment and Company shall be discharged of all liabilities and obligations under this Agreement and Company shall have the right to sell or deal with the Said Apartment and the Parking Space(s) in the manner in which it may deem fit as if this Agreement had never been executed. The refund, due if any, shall be refunded by Company without any interest or compensation whatsoever to the Allottee/s only when the

Said Apartment is re-allotted / sold to any other person(s) and out of the sale proceeds realized from the new allottee .This will be without prejudice to any other remedies and rights of Company to claim other liquidated damages which Company might have suffered due to such breach committed by the Allottee/s.

70. This agreement constitutes the entire understanding between the Parties, and it revokes and supersedes all previous agreement / correspondences / representations / applications / etc. between the Parties, if any, concerning the matters covered herein, whether written, oral or implied. The terms and conditions of this Agreement shall not be changed or modified except by written amendments, duly agreed between the Parties.

71. Unless the context otherwise indicates:

- Ø A reference of this Agreement or another document includes any variation or replacement of either of them.
- Ø If a provision of this Agreement is inconsistent with the provision of another Agreement between the parties made before the date of this Agreement, the provision of this Agreement prevails.
- Ø A reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements or any of them.
- Ø A reference to this Agreement incorporates a reference to the Schedule/ Annexure to this Agreement.

All disputes, differences, questions which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect or relation of this Agreement or the subject matter thereof including its interpretations and construction thereof and also in respect of maintenance agreement shall be referred to the sole arbitration of Chairman Managing Director of Jindal Promoters Pvt. Ltd, or to the sole arbitration of the nominee of the Chairman Managing Director of Jindal Promoters Pvt. Ltd; whose decision shall be final and binding on the parties and not liable to be challenged save and except as provided under the provisions of Arbitration & Conciliation Act, 1996 (Act 26 of 1996). The arbitration proceedings shall be held at Noida/ Delhi.

That in respect of any matter which has not been covered under this Agreement, the decision of the Company shall be final. The Hon'ble High Court of Uttar Pradesh and the Courts

subordinate thereto having territorial jurisdictions over the Flat proposed to be built at Greater Noida Extension shall only be the proper court to initiate any proceeding(s).

IN WITNESS WHERE OF the Parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures signed and delivered by the within named Allottee(s) in the present of witness, at Gautam budhnagar.

Signature

Authorized Signatory

(of the First/Sole Allottee)

Witness 1:

### ***Do's and Don'ts for the Allottees***

Note: Wherever the contents of Annexure are in conflict with the terms and conditions of the Flat Buyer Agreement, in such case the terms and conditions laid down in the Flat Buyer Agreement will supersede those laid down in Annexure and hereunder.

### ***Do's***

#### **Taxes and other expenses**

1. The Allottee will bear and pay any increase in local taxes, duties, **Service Tax, Metro Cess**

levies, Lease Rent, power charges, water charges etc. which may be imposed by the concerned local authority and/or Government and/or other authority/or Company or the Agency appointed by the Company.

2. The Allottee will pay in regular and timely manner their respective share of expenses of the common services as may be determined by the Company from time to time whose decision in that regard shall be final and binding on the allottees

## **Maintenance**

1. The Allottee will maintain the Flat and Building thereon at own cost in good condition and not to change/alter or make addition in or to the building to the detriment of the neighbors and surroundings.
2. The grass in the open front yard should be well maintained and trimmed regularly.
3. The open front yard should be well maintained, cleaned and free of litter, waste etc and is conformity with the general guidelines of the Company / Maintenance Agency.
4. The plants planted in the open front yard are well maintained.

## **General**

1. The Allottee will take extreme care and not to cause nuisance by making loud noises by shouting, using musical instruments, radios, television, amplifiers etc in a manner that may disturb others.
2. The Allottee will observe the procedure of disposal of garbage as may be prescribed by the Company from time to time.
3. The Allottee will observe general rules of cleanness, health and sanitation.
4. The Allottee will submit from time to time a list of the family members of allottee who are going to stay with him.
5. The Allottee will submit *from* time to time a list of the servants, drivers and other staff employed by him or staying in his premises.
6. The Allottee will submit *from* time to time a list of the vehicles maintained by him and will get necessary security passes/ tokens issued *from* the security agency.



7. The Allottee will observe rules laid down by the Company to regulate entry of vehicles, personnel, including service personnel and servants.
8. The Allottee will ingress and egress the development in peaceful and orderly manner and will obey the stipulated traffic regulations, signages etc.
9. The Allottee will always extend courtesies to the fellow residents, staff of the company, security staff etc.

## **Don'ts**

### **Rules and Regulations of the Company**

1. The Allottee will not obstruct the Company or the Agency appointed by the Company from performing their duties and responsibilities relating to the maintenance, security, administration, horticulture and any other work which is required to be done by the said agency.
2. The Allottee will not violate any of the rules and regulations, if any, laid down at anytime hereafter in respect of the use of any building, park, green areas, club with indoor swimming pool, institutions etc. or any other area falling outside the boundary wall of the Allottee's flat.
3. The Allottee will not cause any damage to the common areas such as parks, green areas, walkways, roads etc. which are allowed to be used by the Allottee by the Company. Similarly, the Allottee will not damage any installation thereon such as electric boxes, electric poles, lighting fixtures, fountains, water bodies, canopies, gazebos, hardscape features, statues, artistic installations, irrigation system, plantation material such as grass, shrubs, trees etc..
4. The Allottee will not use the flat for any purpose other than residential purpose.
5. The Allottee will not make any change in external color scheme and architectural features of the building built by the Allottee in line with the guidelines laid by the Master Architect appointed by the Company.
6. The Allottee will not undertake any modification of the works / installations located outside the boundary wall of the flat of the Allottee.
7. The Allottee will not transfer, convey, mortgage, deal with or dispose off or execute, assign or transfer by way of Power of Attorney or an agreement to sell the flat allotted to Allottee without prior permission of the Company.

8. The Allottee will not change, alter or make additions into the house built on the flat of the Allottee or any part thereof whereby the standards set out by the Master Architects are impaired/ changed/varied or to cause any structural threat to the neighboring house or structure.

### **Cleanliness**

1. The Allottee will not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown or allow the same to be accumulated on the area outside the flat or within the flat allotted to the Allottee.
2. The Allottee will not store any inflammable, hazardous / material/article in his flat or building there upon which may endanger the life / well- being of any of the residents of the building, or neighbor, or any other resident of Premium housing project.

### **Nuisance/ Annoyance**

3. The Allottee will not permit the use of flat or building thereupon or any part thereof for any immoral, illegal, unlawful or anti social activities.
4. The Allottee will not permit the use of flat or building thereupon or any part thereof in a manner which is a source of nuisance or cause annoyance to any neighbors/ occupiers / residents of the Premium housing project.
5. The Allottee will not plant any material that is harmful/ poisonous to the residents/ their pets and do not harm the indigenous plantation material or cause water depletion.
6. The Allottee will not keep any animals or any other article which may cause nuisance or annoyance to the neighbors or other persons staying in the Premium housing project.
7. The Allottee will not use kerosene or wood or coal stove / chulah in the flat or building thereupon which emanates smoke and similarly will not burn dry leaves, dry grass or any other material which causes smoke and fume etc.
8. The Allottee will not obstruct access to any light or air belonging to or being enjoyed by any adjoining premises in any manner by raising structure or planting tall trees.
9. The Allottee will not do anything or permit anybody to do anything that may dislocate or damage or impair the common facilities such as electric, water, sewage reticulation. The Allottee shall not exceed permitted electric load.

10. The Allottee shall not throw plastic wrappers, bags, sheets, or any other material which can choke drainage system, rain harvesting system, water bodies or can create ungainly sight. It will be required of the Allottee that he does not throw refuse and water from his car, while driving, on the roads, side walkways etc.
11. Allottee should not park the vehicle whereby the pedestrian pathways are blocked in any manner. The pedestrian pathways are passing through the driveway of the flat of Allottee, therefore, the Allottee will not park the car in such area of the driveway whereby area falling in the line with the pedestrian pathway/walkways is blocked.
12. The pedestrians will have first right to cross the road and the allottee will stop his car to allow the pedestrian to cross the road safely before resuming journey. The allottee will not cross while driving his vehicle a park school bus which is embarking or disembarking students and such violation will attract penalty as specified from time to time.
13. The Allottee will not pollute the air by creating noise by operating D.J set, causing annoyance to other residents of above the said project.

## **Parking**

1. The Allottee will not park any vehicle or car in any other place except at the specified parking area and will observe all such rules governing parking of the cars in the specified parking areas all the time as framed by the Company.
2. In case of requirement of additional parking space(s) (other than the parking space(s)) by the Allottee/s, the same may be offered subject to availability on payment of extra charges at the prevailing rate .
3. The right to parking space(s) of the Allottee/s shall be a right to use only, which shall automatically stand transferred with the transfer of the said apartment.
4. The Allottee will not clean, wash the cars in the driveway or on the roads at any point of time.

## **General**

1. The Allottee will not hang the clothes on the external surface and in the area facing the main road of the building built on the flat allotted to Allottee.

2. The Allottee will not hang from or attach to beams or rafts any articles which is likely to effect the guidelines laid by Master Architect appointed by Company or endanger or cause damage to the building constructed by the Allottee or adjoining building or any other person in the vicinity.
3. The Allottee will not fix at any time any poster, hoarding, publicity material, signage, any illumination, antenna other than antenna for pay TV, or any structure which is found to be objectionable by the Company or can be used for commercial use or intend on any part of the flat or building thereon.
4. The Allottee will not permit the servants, drivers or agents etc to wait or take rest or sleep in parking space, driveway, or area outside the boundary wall of the flat or any other area open for use by Allottee such as parks, walkway, open spaces etc. by the Company.
5. The Allottee will not encroach upon the open front yard, area outside the four walls/boundary of the flat and will not place any temporary structure such as porta cabin, guard room or will not dump any furniture, packages or objects of any kind in the said areas.
6. The Allottee will not deface or damage the park or green areas allowed for use by the Allottee by the Company. The Allottee will not remove plants, pluck flowers, takeaway cuttings of the planted material from the said areas.
7. The Allottee will not induct any person into the property whose activities are prejudicial to the interest of the Company/Society.
8. The Allottee will not carry out any work which would be prejudicial to the soundness or safety of the property or reduce the value of the neighboring or adjoining properties in the Premium housing project or any part thereof.

# **RAJ RESIDENCY**

## **PAYMENT SCHEDULE**

### **CLP PLAN**

	Booking Amount	10 %of Total Flat Cost
<b>1st Installment</b>	Within 30 Days of Booking	10% of Total Flat Cost
<b>2nd Installment</b>	On start of Excavation	10% of Total Flat Cost + 25% of Other Charges
<b>3rd Installment</b>	On completion of Basement roof casting	10% of Total Flat Cost + 25% of Other Charges
<b>4th Installment</b>	On completion of 1st Floor Slab	10% of Total Flat Cost + 25% of Other Charges
<b>5th Installment</b>	On completion of 3rd Floor Slab	10% of Total Flat Cost + 25% of Other Charges
<b>6th Installment</b>	On completion of 6th Floor Slab	10% of Total Flat Cost
<b>7th Installment</b>	On completion of 9th Floor Slab	10% of Total Flat Cost
<b>8th Installment</b>	On completion of 12th Floor Slab	10% of Basic Sale Price
<b>9th Installment</b>	On completion of 14th Floor Slab	5% of Total Flat Cost
<b>10th Installment</b>	On notice for possession	5% of Total Flat Cost

## FLEXY PAYMENT PLAN

	Booking Amount	10 %of Total Flat Cost
<b>1st Installment</b>	Within 30 days of Booking	10% of Total Flat Cost
<b>2nd Installment</b>	Plan Sanction	20% of Total Flat Cost
<b>3rd Installment</b>	On completion of raft casting	10% of Total Flat Cost + 25% of Other Charges
<b>4th Installment</b>	On completion of Basement roof casting	10% of Basic Sale Price + 25% of Other Charges
<b>5th Installment</b>	On completion of 03rd Floor Slab	10% of Total Flat Cost + 25% of Other Charges
<b>6th Installment</b>	On completion of 6th Floor Slab	10% of Total Flat Cost + 25% of Other Charges
<b>7th Installment</b>	On completion of 9th Floor Slab	7.5% of Total Flat Cost
<b>8th Installment</b>	On completion of 12th Floor Slab	7.5% of Total Flat Cost
<b>9th Installment</b>	On notice for possession	5% of Total Flat Cost

## DOWN PAYMENT PLAN

1st Installment	Booking Amount	10% of Total Flat Cost
2nd Installment	Within 45 days from booking	85% of Total Flat Cost
3rd Installment	On notice for possession	5% of Total Flat Cost

**Note:**

1. Payments should be made in favour of Jindal Promoters Pvt. Ltd; Delhi.
2. Delay in payments attracts interest @ 12 % pa for the period of delay.
3. Please mention your customer id, Unit details, Name & contact no. on the reverse of Cheque / Demand Draft.
4. In case of dishonor of cheque, penalty will be charged as per company's policy.
5. Govt Taxes as applicable.
6. Service Tax No.: AABCJ7393KSD001

## COSTSHEET

Particulars	Rate	Recd. Date	Amount	Due date	Amount
Basic Price					
Size Sq. Ft.					
Floor PLC					
Park Facing PLC					
Corner Facing PLC					
Sale Price					
Car Parking					
Club					
E E C					
F F C					
IFMS					
ADC					
Elec+ Power Back UP KVA					
Other Charges, if any					
Total Sale Price					
Less: Amount Received					
Amount due before					
Balance at the time of possession					

### Possession

Possession of the unit will be given within 36 months +/- Six Months from the date of agreement of the flat subject to the receipt of the entire basic price, other charges, registration charges and any other charges as may be intimated by the company. Further possession of the unit will be given after the execution of the sale deed in favour of the allottee/s.

the installment demand notice given by the company shall be to the effect that installment has become due as stated above shall be final & binding on customer. It is also made clear the timely payment of all installment is essence of this allotment



## ENDORSEMENT

I/we hereby assign all the rights and liabilities under this agreement in favour of

.....

.....

Assignor

I/ we hereby assign all the Rights, and, liabilities under this agreement assigned in my favour by

.....

.....

Assignee

The above transfer /assignment is hereby confirmed.

For **Jindal Promoters Pvt. Ltd**

Authorized Signatory

Authorised Signatory

Signature of the Buyer

## ENDORSEMENT

I/we hereby assign all the rights and liabilities under this agreement in favour of

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Assignee

The above transfer /assignment is hereby confirmed.

For **Jindal Promoters Pvt. Ltd**

Authorized Signatory

Authorised Signatory

Signature of the Buyer

## SPECIFICATIONS

### FLOORING:

- Vitrified tiles 2'x2' in Drawing Room, Kitchen and Bedrooms
- Ceramic tiles in Bathrooms and the Balconies

### WALLS AND CEILING FINISH

- Plaster finish wall with OBD

### KITCHEN

- Granite working top with double stainless steel sink
- 2'-0" dado above the working top and 4'-6" from the floor level on remaining walls by ceramic tiles

### TOILETS:

- Ceramic tiles on walls up to door level in wet area and on remaining wall up to 4'-0" height
- Texture paint up to ceiling
- White sanitary ware with EWC, CP fittings and mirrors in all toilets.

### MASTER TOILET

- White sanitary ware / CP fitting (Equivalent)
- Mirror and towel rack
- Ceramic tiles on walls up to door level in wet area and on remaining wall up to 4'-0" height

- Texture paint up to ceiling
- Shower area separated by fixed glass partition

#### DOORS & WINDOWS:

- Outer doors and windows aluminum powder coated/UPVC
- Internal Wooden Door-frames made of Maranti or equivalent wood
- Internal doors with flush shutter
- Good quality hardware fittings
- Main Door laminated flush shutter 8'-0" height

#### ELECTRICAL:

- Copper wire in PVC conduits with MCB supported circuits and adequate power and light points in wall & ceiling
- One tube light/CFL light in each room
- Conduits for DTH connection without wire

#### NOTES:

1. The Colour and design of tiles can be changed without any prior notice.
2. Variation in colour and size of vitrified tiles/granite may occur.
3. Variation in colour in mica may occur.
4. Area in all categories of apartments may vary up to  $\pm 3\%$  without any change in cost. However, in case the variation is beyond  $\pm 3\%$ , charges are applicable.
5. The request for any change in construction/specification of any type in the apartment will not be entertained.

**LIST OF DOCUMENTS TO BE ATTACHED WITH THE  
APPLICATION FORM / AGREEMENT**

- A. In case of **Individual / HUF/ Proprietary Firms**
- i. Self attached Photographs 2 nos. of each Applicant of which 1 to be attached on the Application Form.
  - ii. Copy of Permanent Account Number (**PAN**) card self attested / Form 60 (in duplicate) duly filled and signed. Please attach the Form 60 with the Application Form.
  - iii. **Address Proof** self attested photocopy of any one of the following documents:
    - a. Pass port Copy showing the first page with photo and the last page showing the address.
    - b. Voter ID card
    - c. Ration Card.
    - d. Driving License
    - e. Telephone Bill (MTNL/BSNL)
    - f. Electricity / Water Bill
  - iv. Copy of Latest Bank Statement as Proof of Bank Account Details.
- B. In case of **Company**
- i. Certified copy of Memorandum /Articles of Association.
  - ii. Certified copy of Form 32 for appointment of Director with Receipt of Filling.
  - iii. Certified copy of Board of Resolution authorizing the Signatory.
  - iv. Certified copy of Permanent Account Number (**PAN**) Card.
  - v. Certified copy of Form 18 for proof of Registered Office Receipt of Filling.
  - vi. List of Directors with Addresses.
- C. In case of Partnership Firm/Society/Trust or other Body Corporate other than Company.
- i. Certified copy of Partnership Deed/Charter/Agreement.
  - ii. Certified copy of Resolution authorizing the Signatory (in case of Trust & Society).
  - iii. Certified copy of Permanent Account Number (**PAN**) Card.
  - iv. Certified copy of Proof of Registered Office.
  - v. List of Partner/Society Member/Trust etc. with Addresses.