

### **AGREEMENT**

*THIS AGREEMENT is made at Ghaziabad on \_\_\_\_\_ day of \_\_\_\_\_ between **M/s Friends Land Developers**, a partnership firm registered under the Indian Partnership Act, 1932, having its office at 17, Kiran Enclave, G.T. Road, Ghaziabad, Uttar Pradesh, India (hereinafter referred to as the "Firm"), which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns and nominees of the one part.*

AND

1. \_\_\_\_\_

S/o \_\_\_\_\_

R/o \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

W/o \_\_\_\_\_

R/o \_\_\_\_\_

3. \_\_\_\_\_

S/o \_\_\_\_\_

R/o \_\_\_\_\_

*(hereinafter (jointly) referred to as "Allottee", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include his heirs, executors, administrators, legal representatives, tenants, licensees and permitted assigns) of the other part (in case of joint owners).*

WHEREAS the Firm has purchased a land by virtue of registered sale deed vide No. 3942 dated 26.03.2015 and become the absolute owner of the land admeasuring 2426.82 Sq.mtr. , at Village Dhargal & Sadiq, Ghaziabad in the state of Uttar Pradesh, India (hereinafter referred to as the "Land"), for the purpose of construction, development, marketing and receive consideration in respect of the said Land.

AND WHEREAS the Firm with the intention to construct, develop, market etc. decided to develop a Commercial Complex by the name "**ANANDAM SQUARE**", consisting of Shops/Commercial Space of various sizes and dimensions on the said plot of Land.

AND WHEREAS the Allottee has approached the Firm for the allotment and reservation of a Shop/Commercial Space in Commercial Complex called "**ANANDAM SQUARE**" and the Firm has agreed to allot/reserve the same on the terms and conditions mentioned herein below.

AND WHEREAS the Allottee has satisfied himself as to the title of Land of the Firm over which the Commercial Complex building is going to be constructed.

AND WHEREAS the Firm has also allowed the Allottee inspection of the said plot, building plans, ownership record of the said plot and the Allottee is fully satisfied in all respects with regard to the right, title and authority of the Firm to execute this Agreement.

AND WHEREAS the Allottee having satisfied itself/himself/herself with the facts and stated aforesaid and the legal rights of the Firm, has applied for allotment of a Shop/Commercial Space in THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

In consideration of the Allottee complying with the terms and conditions of this agreement and making timely payments of the sale price as per schedule of payments in **Schedule-A**.

- 1(a).. The Firm has agreed to provisionally reserve for the allottee the Shop/Commercial Space (hereinafter referred to as "The said Space") of an approximate carpet area of 17 sq. mtr. ( 382sq. ft.) bearing Shop no. 10 on first floor @ Rs. 147059/- per sq. mtr. i.e. 6545 sq. ft.(approx.) and the total consideration price of Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only) inclusive of EDC/, IDC, EEC, FFC, PLC and certain charges. Interest free maintenance Security (IFMS) @ Rs. 135/- per Sq.ft. and Power backup charges @ Rs. 30,000/- Per KVA and Annual Maintenance Charges (AMC, shall be chargeable extra at the time of offer of possession.

**\*Service tax/GST will be applicable as per Govt. norms from time to time. (1 SQ.MTR = 10.764 SQ.FT.)**

Note: - Timely payment being the main essence of this allotment, any delay in payment due to any reason whatsoever, may it be sanction of loan from Bank or any other reason shall be sole responsibility of the Allottee(s).

The Allottee understands and agrees that the area specified herein is the carpet area. The Allottee accepts that the aforesaid area is tentative and subject to change on completion of the said Building. It is further agreed by the Allottee that the Allottee shall not raise any claim or objection in regard thereto. The Allottee shall use and occupy the said Space solely for the use as represented by the Allottee in the application form and for no other purpose unless the Firm expressly approves such use in advance in writing. It is clearly understood by the Allottee that the Space to be allotted is provisional and on the basis of the drawing displayed in the office of the Firm, which may be changed due to change in the area, dimensions, position, number, shape, or change in floor or location during the course of construction due to onsite practical feasibility and the decision of the Firm in this regard shall be final and binding on the Allottee without any rights or claims or interference of the Allottee. However, as a result of the above mentioned minor alterations, if any area is increased or decreased, the price shall stand increased/decreased proportionately prior to Registration of Sale of Deed. In case of decrease in area, the Firm shall be liable to refund without interest only the extra price and other pro rata charges recovered and in case of increase in area, the Firm be entitled to recover from the Allottee additional price and other pro rata charges without interest as the case may be. The Firm shall also have a right to allot alternate space to the Allottee, which the Allottee hereby unconditionally agrees without demur/objection.

- 1(b).. *The carpet area of said Space shall mean the entire area enclosed by its periphery walls including areas under walls, columns, half the area of walls common with other said Space, cupboards, lofts, balconies, etc. which forms integral part of the said Space and common areas shall mean all such parts/areas in the said building*

*which the Allottee shall use by common toilets, security/fire control room(s), if provided, lift/escalator, lobbies on the floors, lift shafts, all electrical, plumbing and fire shafts on all floors and rooms, if any, staircases, murties, refuge areas, lift machine rooms and overhead water tanks, etc. In addition, area provided in the Basement to house services including but not limited to, Electric Sub Stations, Transformers, D.G. Sets, Rooms, Underground Water Tanks, Pump Rooms, Maintenance and Service Rooms, Fire Fighting Pumps and equipment, Circulation Areas etc. shall be counted towards common areas. The specifications of actual construction are duly specified in the brochure and also forming the part of this Agreement. The Brochure is purely conceptual and not a legal offering. The promoters/partners reserve the right to add/delete any details/specification/elevation mentioned in the Brochure. All floor plans, site map specifications, amenities, facilities and perspective views are tentative in nature and are subject to change/revision.*

*The Sale Price may be recalculated upon confirmation by the Firm of the carpet area and any increase or decrease in the area shall be payable or refundable, without any interest, at the same rate per square feet as agreed hereinabove.*

- 1(c).. *The Allottee confirms that he/she has verified the measurements and calculations of the Carpet Area and that the Allottee is fully satisfied with the same. The Allottee further agrees and confirms that the measurements of the Firm about the carpet area to be charged shall be final and binding, which shall not be questioned or challenged by the Allottee. The Allottee has further agreed and understood that the allotment of the said Space shall not carry with it any right to use of common facilities. It is, however, agreed that if the maintenance and replacement charges and all other dues are paid regularly, as provided in this agreement, the Allottee or any one else lawfully claiming under him/her shall have a right to use of common facilities. It has been clearly understood by the Allottee that the right to use of any common facilities is not being given by these presents but will be made available from time to time as and when payment of charges as detailed in the Maintenance Agreement to be executed between the parties hereto are made. In default of such payment, it shall not be open to the Allottee to claim any right to use of common facilities, for none has been agreed to be transferred by these presents. The Allottee has further understood that if he/she commits any breach of any of the covenants herein, no right to use of any common facilities shall be permitted until the breach is rectified and the Firm/ Maintenance Agency are assured in writing that there will be no repetition.*
- 1(d).. *That the Allottee shall make all payments specified in the schedule hereto in time without any reminders from the Firm through A/c Payee Cheque(s)/Demand Draft(s) only in favour of the Firm, payable at Ghaziabad, Uttar Pradesh. The Allottee agreed that the payment on due dates as set out in **Schedule A** shall be made, and the Firm is not required to send any notice or demand for payment for the scheduled payments as per the said **Schedule-A**.*
- 1(e).. *That the Allottee authorized the Firm to adjust/appropriate all the payments made by him/her/them under any head(s) of dues against outstanding, if any, in his/her name as the Firm may in its sole discretion deem fit and the Allottee undertakes not to object or direct the Firm to adjust his payments in any manner otherwise than as decided by the Firm in its sole discretion. The Allottee hereby expressly waives the requirement(s), if any, of service of any notice of appropriation.*
- 1(f).. *The rate mentioned in this Agreement is for bare shell condition of the area within the internal wall of the said space and for finished condition in common areas.*
- 1(g).. *That the Firm and the Allottee hereby agrees that the amounts paid on reservation and subsequent installments as the case may be, will collectively constitute the Earnest Money which is 15% of the Sale Price of the said Space.*

The Allottee agrees that in case of its failure to pay to the Firm, the amounts due in time as stipulated herein and/or as demanded by the Firm in terms of this agreement and the schedule thereto, the Firm shall have the absolute value of the Space in terms of this Agreement at its sole discretion and in such a case the earnest monies to the extent of 15% of the total values of the Space in terms of this agreement whether already paid before the execution of this agreement or paid subsequently in terms of this agreement will stand forfeited as liquidated damages for non performance of the terms of this agreement and the agreement will stand cancelled ipso facto and the Allottee shall be left with no lien, right, title, interest or claim of whatsoever nature in the said Space and the Firm shall be free to dispose off/sell the said Space in any manner, whatsoever, at its sole discretion. The amount(s), if any, paid over and above the earnest money shall be refunded to the Allottee by the Firm only after realizing the amounts on resale, without any interest or any compensation of whatsoever nature. The Firm shall have first lien and charge on the said Space for all its dues and other sums payable by the Allottee to the Firm under this agreement.

- 1(h).. The Allottee agrees that the amount of Rs. \_\_\_\_\_ /- ( \_\_\_\_\_ Only) paid at the time of booking of said Space shall be part of Earnest Money to ensure fulfillment by the Allottee of the terms and conditions as contained in the application and this Agreement. The Allottee hereby authorizes the Firm to forfeit out of the amounts paid/payable by him/her, the Earnest Money as aforementioned together with the processing fee, any interest paid, due or payable, any other amount of a non refundable nature in the event of the failure of the Allottee to perform his/her obligations to fulfill all the terms and conditions set out in this agreement executed by the Allottee or in the event of failure of the Allottee to sign and return this agreement, its original form to the Firm within thirty (30) days from the date of its dispatch by the Firm.
- 2(a).. It is agreed by the parties that with respect to the Allottee's obligations to pay the sale price as provided in **Schedule-A** along with all other payments provided for herein as well inclusive of other payments such as applicable stamp duty, registration fee and other charges stipulated under this Agreement to be paid on or before due date or as and when demanded by the Firm 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 Firm to send demand notices/reminders regarding the payments to be made by the Allottee as per the schedule of payment in **Schedule-A** of obligations to be performed by the Allottees.
- 2(b).. That in case of delay of 15 days in making payment by the Allottee to the Firm as per the schedule of payment, the Firm shall have the right to terminate this agreement and forfeit the Earnest Money as detailed hereinabove without any further notice. The Firm shall also be entitled to charge interest @ 12% p.a. at the time of every succeeding installment from the due date of installment, as per the Schedule of payments, till the date of payment.

However, the Firm may in its sole discretion, waive its right to terminate this agreement and charge interest on late payments, and enforce all the payments and seek specific performance of this agreement. In such a case, the parties agree that the possession of the said Space will be handed over to the Allottee only upon the payment of all outstanding dues, penalties etc. along with interest by the Allottee to the satisfaction of the Firm.

- 3.. The Allottee before taking possession of his/her space in the said "**ANANDAM SQUARE**" agrees to enter into a separate Maintenance Agreement, as required by the Firm or any of its nominee/agency or other body etc. at its sole discretion, as may be appointed by the Firm from time for the maintenance and upkeep of the commercial complex and the Allottee undertakes to pay the maintenance bills as and when demanded by the Firm irrespective whether the Allottee is in occupation of space or not. The Allottee agrees that the payment of maintenance bills would not be dependent in any manner on the execution of maintenance agreement as aforesaid and that he/she shall pay the maintenance bills even if no such maintenance agreement is executed at all. The Allottee undertakes to pay the maintenance charges as billed by the Firm from the date of issuance of offer for possession irrespective of whether the Allottee is in actual possession of the said space or not.
- 4.. The Allottee's ownership and right to use and occupy the said Space allotted shall be in accordance with and subject and subordinate in all respects to the provisions of the terms and conditions of this Agreement and to such other rules and regulations as Firm may from time to time promulgate and subject to execution of Maintenance Agreement referred to in clause-3 above, for "**ANANDAM SQUARE**" before taking possession which shall form a part and parcel of this Agreement. Notwithstanding anything to the contrary contained herein, the Allottee shall be subject to all terms and conditions as well as any amendments/modifications made by the Firm in the Maintenance Agreement from time to time.

- 5(a).. *The Space agreed to be allotted in this Agreement shall only be transferred in favour of the Allottee after receiving the full payments and the dues payable till that date and also after obtaining all necessary permission which may be required to be obtained under the law in force for such transfer. However, on completion of the Space agreed to be sold, the Firm will have the right to offer possession and claim the balance payments due to the Firm before obtaining the completion certificate from any authorities, however, it has been agreed that possession will be handed over after applying / obtaining completion certificate.*
- 5(b).. *All transfer charges, legal expenses, incidental expenses including the stamp paper and registration charges to the execution and registration of the sale deed would be borne by the Allottee and will be paid as and when demanded by the Firm.*
- 6(a).. *That the Firm's obligation to deliver possession of the said Space to the Allottee after the said Space is ready, for occupation shall be subject to all the amounts payable by the Allottee under this Agreement. The Allottee shall take possession of the said Space within 60 days of the Firm dispatching written offer of possession to the Allottee intimating that the said Space is ready for occupation and if the Allottee fails or neglects to take possession of the said Space from the Firm within said period, the Allottee shall be deemed to have taken possession of the said Space from the Firm and thereafter the said Space shall lie at the risk and cost of the Allottee and the Allottee shall be liable to pay the holding charges to the Firm @ of Rs. 5/- per sq. ft. of the super area of the said Space per month from the date of deemed possession which shall commence upon the expiry of the offer of possession period of 60 days as stipulated above, interest @ 12% per annum shall be paid on the amount due as mentioned in the offer of possession from the due date till the date of payment, and the maintenance charges from the deemed date of possession as per offer of possession. Further the Firm also has the right to withhold conveyance or handing over of possession and use of the said Space till the holding charges with applicable overdue interest as prescribed in this agreement, if any, are fully paid.*
- 6(b).. *It is also agreed by the Allottee that in the event of failure of the Allottee to take the possession of the said Space in the manner as aforesaid in clause 6(a) then the Firm shall also have the option to cancel this agreement.*
- 6(c).. *It is made clear and the allottee agrees that the holding\_charges as stipulated in clause 6(a) shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc. which shall be at the risk, responsibility and cost of the Allottee. Further, the Allottee agrees that in the event of his/her failure to take possession of the said Space within the time stipulated by the Firm in its offer of possession, the Allottee shall have no right or any claim in respect of any item of work in the said Space, which the Allottee may allege not to have been carried out or completed.*
- 7.. *That the Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 (FEMA) and other applicable laws including that of remittance of payment and for acquisition of the immovable property in India. The Allottee shall furnish the declaration as required under the law. Incase, there is any change in the residential status of the Allottee, subsequent to the signing of this agreement, the same shall be intimated to the Firm, in writing, immediately.*
- 8.. *That the specifications and information as to the material to be uses in the construction of the said Space are tentative and the Firm shall be at liberty to make such variations and modifications therein as it may deem fit and proper or as may be directed by any competent authority and that the Allottee agrees not to object to such variations and modifications.*
- 9.. *That in case, the Allottee seeks any change in the material used by the Firm or requires any additional items, the same shall be separately worked out by the Firm at the written request of the Allottee and the Allottee shall be liable to pay for the same at such rates as determined by the Firm.*
- 10.. *That the Allottee has confirmed and assured the Firm prior to entering into this agreement that he/she has read and understood the applicable rules and regulations prevailing in the state of U.P. and implications thereof in relation to the various provisions of this agreement. The Allottee has further confirmed that it/he/she shall comply with the same at all items.*

- 11.. *The Allottee shall not infringe any of the Building Bye Laws, or rules and regulations of the Government, Electricity Laws, Bye Laws, Rules and Regulations of any of the civic bodies, Municipal Corporation including GDA and shall indemnify the Firm against any penal action, damages, loss or costs incurred by any such infringement for which the Allottee shall be solely liable.*
- 12.. *It is agreed between the parties that any substitution of the name of the Allottee will need the prior approval and payment of administrative charges of the Firm in writing and the Firm reserves its rights to refuse any substitution or transfer of this agreement without assigning any reason whatsoever. The Firm may impose such conditions as it may deem fit and proper while giving such approvals.*
- 13.. *The Allottee agrees to execute the Sale deed as and when required to do so by the Firm.*
- 14.. *The Allottee shall have the rights for the use of only the specific Space allotted to him in accordance with the terms of this agreement and will have no rights to interference with any other parts/space of the **"ANANDAM SQUARE"**.*
- 15(a).. *That the Firm reserves the right to allot, give on lease or hire any part of the top roof/terraces above the top floor for installation and operation of antenna, satellite dishes, communication towers, solar panel and other communication or any other equipment which the Firm deems necessary/prudent to install at such Space as the Firm may find fit and proper or to use/hire/lease the same for advertisement purposes and the Allottee agrees that he/she shall not object to the same and make any claim on this account.*
- 15(b).. *That the Allottee further authorizes the Firm on his/her behalf to carry out such additions, alterations, deletions and modifications in the building plans as directed by any competent authority and/or the Architect at any time even after the building plans for the **"ANANDAM SQUARE"** are sanctioned and till the grant of a completion/occupation certificate. However, the said clause shall not restrict the right of the Firm under this agreement to construct additional floors/additional spaces as sanctioned and approved by the competent authority.*
- 16.. *It is understood that for all municipal taxes such as property tax, sewerage tax, education cess etc. separate bills or demands are expected to be raised in the names of the Allottee by the civic body under whose jurisdiction the commercial complex "**ANANDAM SQUARE**" is situated. The same will be paid by the Allottee directly to such civic bodies, but in the event, a joint bill for the complete property including the property of the Firm and under Allottee of space is raised by the civic bodies, the Allottee would pay to the Firm his share of such taxed/demands keeping in view the total tax raised by the Firm shall be final and binding on the Allottees and will be payable in advance for each year along with administrative expenses for billing, postage, recovery etc. The Allottee will also be liable for interest @ 18% p.a. and penalties for late payment of due amounts. These charges would be payable from the date the Firm offers possession of the said Space. The service charges shall, however, be subject to increase from time to time at the sole discretion of the Firm.*

*In case any tax or levy is imposed by the government or any local authority in the form of VAT / GST, Cesses or otherwise or any other tax or levy or any of the charges payable to the Firm in terms of this agreement is imposed, the same will also be payable by the Allottee to the Firm in addition to the charges as may be payable in terms of this agreement.*

*In case the same are levied/raised/demanded from the Firm, the same will be apportioned by the Firm keeping in view the area allotted to the Allottee and/or the benefits accruing there from, and will be paid by the Allottee to the Firm accordingly along with the aforesaid service charges.*
- 17(a).. *The Allottee has fully understood his/her responsibility of the payment of the various dues. In order to facilitate the prompt payment of taxes as well as other charges payable to the concerned authorities or to the Firm, the Allottee agrees to make the yearly/monthly, if any, payments in advance for every year/month, if any, within 15 days of its demand.*

- 17(b).. *In the event of the Allottee's failure to make such payments regularly, the Firm will be entitled to take any suitable action for the recovery of such dues besides claiming interest, damages, recovery charges etc. which the Firm might suffer or which may become payable by the Firm or other Allottees of space due to non-payment by the Allottee in default.*
- 17(c).. *In the event of non payment of any charges payable hereunder, under the maintenance agreement which may be executed separately in addition to the present agreement, or under any other agreement executed between the Firm or its nominated agency and the Allottee, the Firm, however, reserves its right to withdraw all or any of the facilities and other amenities and also disconnect electric and or water supplies to the allotted space and may also refuse entry to the allotted space besides any other action deemed fit by the Firm including re-entry by the Firm into the allotted space. The Allottee also agrees that the Firm shall have first charge/lien on the said Space in respect of any such non-payment.*
- The Firm shall be entitled to take similar action as stated above in the case of misuse as well as in the case of breach of any of the terms and conditions of this agreement. The Firm shall also have the right to claim damages in respect thereof.*
- 18.. *The Allottee also agrees to pay Govt. rates, cesses, charges, wealth tax or taxes of all and any kind by whatever named called, whether levied, or leviable now or in future, as the case may be from the date of this agreement in proportion to the super area of the said Space prior to the execution of the sale deed. If such charges are increased after the sale deed has been executed, then these charges shall be treated as unpaid sale price of the said Space and the Firm shall have lien on the said Space of the Allottee for the recovery of such charges.*
- 19(a).. *The insurance premium of the building as and when it is insured by the Firm will be paid by the Allottee in proportion to the area held by the Allottee along with the applicable service charges. The amount as apportioned by the Firm will be payable by the Allottee. That the structure of the building may be got insured against insurable fire, earthquakes, riots, civil commotion, militant action etc. by the Firm including any other body or association of the Allottee referred to above on behalf of the Allottee but the contents of each space shall be got insured by the Allottee at his own cost. The cost of insuring the building structure shall be recovered from the Allottee in addition to maintenance charges. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any space or any part of the said building or cause increased premium to be payable in respect thereof.*
- 19(b).. *It is clarified that insurance policy for the building/complex taken by the Firm is only an additional service which may be provided by the Firm but the Firm can in no way be held responsible for any claims or damages which may arise due to any reason whatsoever including any omission, or commission by the Firm or its employees.*
- 20(a).. *The Allottee agrees to pay the charges for the water and electricity consumed in the space allotted to him/her in accordance with the separate meters provided for that purpose or in case where no separate meters are provided or are feasible, the Allottee agrees to pay to the Firm his/her share of such charges as may be apportioned by the Firm on adhoc basis including electric transmission loss. The Firm will, however, take into consideration the total charges in relation to the water and electricity consumed by the Allottee (the decision of the Firm in this regard will, however, be final and binding on the Allottee). The bills for such charges will be raised by the Firm and will be payable within 10 days on demand along with collection/service charges. In case, when the Firm supplies the water and/ or electricity from its own sources, the Firm shall be entitled to charge such charges as it may deem fit and proper in accordance with the policies of the Firm.*
- 20(b).. *The Allottee shall be liable to pay whatever surcharge or increase in those rates as may, from time to time, be levied as per bills raised by the Firm. The timely payment of bills is the essence of this agreement.*
- 20(c).. *The Allottee has clearly agreed and understood that the Firm shall have the right to disconnect the supply after the due date in the event of non-payment and in such event, it shall be lawful for the Firm to disconnect the supply until full payment of all the outstanding dues/obligations, including the charges for the work of disconnection and reconnection have been paid together with a surcharge as per prevailing rates of surcharge for each successive 10 days period or a part thereafter until the amount is paid in full.*

*This right to disconnect the supply of electricity shall be without prejudice to the right of the Firm to recover the dues as per law or to any other legal remedy as may be available to the Firm.*

- 21.. *The rate mentioned in this agreement is inclusive of the cost of providing standard electric wiring upto the meter box in each shop/commercial space and fire fighting equipment in the common areas as prescribed in the existing fire fighting code/regulations and power backup but does not include the cost of individual electric connection charges for lighting and power for the space agreed to be allotted for which the Allottee will be liable to pay his share of the costs, including for the supply of electricity to the common spaces in the complete building. The amount as apportioned by the Firm will be acceptable to the Allottee, which will be paid by the Allottee within a period of 10 days of demand by the Firm. It is understood and agreed that the cost of all electrical fittings and fixtures, geysers, electric and water meters, etc. will be borne and paid by the Allottee. If, however, due to any subsequent legislation/court order or directives or guidelines or if deemed necessary by the Firm or any of its nominees, additional fire safety measures are undertaken, the Allottee agrees to pay the additional expenditure incurred thereon on a prorata basis along with other allottees as determined by the Firm with sole discretion.*
- 22.. *After the handing over of the possession of the space in terms of this agreement the Allottee or its tenants or licensees shall not make any additions, alterations, demolitions, erections or changes in the portion allotted to the Allottee without obtaining prior specific written permission of the Firm. Further, the Allottee or its tenants or licensees shall not use the space allotted to him for any other purpose except as indicated in this agreement without prior written permission of the Firm.*
- 23.. *The Allottee undertakes not to sub-divide the area/space agreed to be sold to it. The Allottee agrees and undertakes that the Allottee shall not sell, transfer, assign or part with his/her/their right, title or interest in the said Space or any portion thereof until all the dues payable to the Firm are fully paid and the deed of sale has been executed in his/her/their favour. The Allottee is, however, entitled to get the name of his/her/their nominee(s) substituted to his/her/their place with the prior written approval of the Firm who may at its sole discretion permit the same on such conditions as it may deem fit. The Allottee shall pay to the Firm, administrative charges, as applicable from time to time. The Allottee further undertakes that in case it transfers its right and interest in the said Space agreed to be sold to it in favour of any person/company by way of mortgage, tenancy, license, gift or in any other manner, such person/company so inducted by the Allottee shall be also bound by the terms and conditions of this agreement. The Firm shall be entitled to enforce all terms and conditions of this agreement against any person/company who has been inducted in the space originally agreed to be sold to the Allottee.*
- 24(a).. *The Allottee shall not use the said Space in a manner that may cause nuisance or annoyance to occupants of other said space in the said **"ANANDAM SQUARE"** or for any illegal or immoral purpose or to do or cause anything to be done in or around the said Space which tends to cause damage to any flooring or ceiling or services of any said spaces over, below, adjacent to the said Space or anywhere in the said complex or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Allottee hereby agrees/indemnifies the Firm against any penal action, damages or loss due to misuse for which the Allottee shall be solely responsible. If the Allottee uses or permits the use of the said Space as sated in this agreement and rectify /cure the defect within a period of seven (7) days. In case the Allottee does not cure /rectify the defect, the Allottee shall be required to pay penalty/damage @ Rs. 2/- per sq. ft. per day to the Firm till the default is not cured/rectified. The Firm will also be, without prejudice to its rights hereunder, entitled to disconnect the water and electricity connection of the defaulting Allottee in case the default is not cured by the Allottee within 10 days. The Allottee also agrees and understands that the Firm shall have first charge/lien on the said Space in respect of any such non payment of penalty/damages as stated above.*
- 24(b).. *That the Allottee further undertakes, assures and guarantees that he/she would not put any sign board/name plate, neon light, publicity material or advertisement material etc. on the face/faced of the **"ANANDAM SQUARE"** or anywhere on the exterior of the **"ANANDAM SQUARE"** or common areas without the prior written permission of the Firm. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation of design.*



*The non observance of the provisions of this clause shall entitle the Firm or the maintenance agency, to enter the said Space, if necessary and remove all non conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages to the Firm arising out of breach of any of the aforesaid conditions. It is further agreed that builder may provide display space for hoarding subject to payment of rent and availability of space.*

- 25.. *That the Allottee hereby agrees that he shall comply with and carry out, from time to time, after he has been given possession of the said Space, all the requirements, requisitions, demands and repairs as may be and as are required to be complied with by the Development Authority, Municipal authority, government or any other competent authority in respect of the said Space and the land on which the said Space is standing at his/her own cost and keep the Firm indemnified, secured and harmless against all costs and consequences and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.*
- 26.. *Upon the Allottee taking possession of the said Space, he/she shall have no claim against the Firm in respect of any item of work in the said Space which may be alleged not to have been carried out or completed or for any designs, specifications, building materials used or for any other reason whatsoever.*
- 27.. *The Allottee has no right to claim any refund out of the amount paid towards the cost and other charges recovered by the Firm irrespective of the actual cost, the Firm may have incurred in construction of the Space and irrespective of the actual amount, the Firm has paid/payable to the state government on account of electric connection charges and other costs incurred on other miscellaneous items. The Firm is also not liable to render any account in respect of the same to the Allottee.*
- 28.. *That it is clearly understood and agreed by and between the parties hereto that the Firm shall have the unfettered right to use the space or sell or lease the space to anyone of their choice on any terms and conditions as they deem fit and the Allottee shall not be entitled to raise any objection or claim or compensation on the ground of inconvenience or any other ground whatsoever. The occupier in the space shall be entitled to make use of the same for all purpose whatsoever, as may be permitted by the Firm.*
- 29.. *If the completion of the said building is delayed by reason of non availability of steel and /or cement or other building materials, or water supply or electric power or slow down, strike or due to dispute with the construction agency employed by the Firm, lockout or civil commotion or by reason of war or enemy action or terrorist action or earthquake or any act of God or in non delivery of possession is as a result of any act, notice, order, rule or notification of the government and or any other public or competent authority or court or due to delay in sanction of building/zoning plans/grant of completion/occupation certificate for any other reasons beyond the control of the Firm, the Firm as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of this agreement or if the said circumstances beyond the control of the Firm so warrant, the Firm may suspend the agreement for such period as it may consider expedient and no compensation of any nature whatsoever would be payable to the Allottee for the period of suspension of the agreement or on account of any delay, alternation or variation of the terms hereof.*
- 30.. *If as a result of any law that may be passed by any legislature or rule, regulation or order that may be made and/or issued by the government or any other authority including a municipal authority, the Firm is unable to complete the construction of the said **"ANANDAM SQUARE"** and/or deliver possession of the space to the Allottee, then the Firm may, if so advised, though not bound to do so at its sole discretion challenge the validity, applicability and/or efficiency such legislation, Rule or Order by moving the appropriate courts, tribunal (s) and/or authority. In such situation, the money (ies) paid by the Allottee in pursuance of this agreement shall continue to remain with the Firm and the Allottee shall not be entitled to move or obtain specific performance of the terms of this agreement. It is being specifically agreed that the agreement shall remain abeyance till final determination by the court(s)/tribunal(s)/Authority(ies). In the event of the Firm succeeding in its challenge to the impugned legislation or rule, regulation or order, as the case may be, it is hereby agreed that this agreement shall stand revived and the Allottee shall be entitled to the fulfillment of all rights and claims as provided in this agreement.*

*It is further agreed that in the event of the aforesaid challenge of the Firm to the impugned legislation/order/rule/regulation not proceeding and the said legislation/order/rule/regulation becoming final, absolute and binding, the Firm will subject to the provisions of law pay to the Allottee, the amount attributable to the relevant said Space that may have been received from the Allottee by the Firm without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Firm and the Allottee agrees to accept the Firm's decision in this regard to be final and binding. Save as otherwise provided herein, neither party to this agreement shall have any other right or claim of whatsoever nature against each other under or in relation to this agreement.*

- 31.. *The Allottee hereby authorizes and permits the Firm to 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 said Space/said complex/said site subject to the conditions that the said Space shall be free from all encumbrances at the time of execution of the sale deed. The Firm/financial institution/bank shall always have the first charge on the said Space for their dues and other sums payable by the Allottee or in respect of any loan granted to the Firm for the purpose of this agreement or any money deposited hereunder by the Allottee. In furtherance and not in limitation of the provisions of the preceding sentence, the Allottee agrees that the provisions of this agreement are and shall continue to be subject and subordinate the lien of any mortgage heretofore or hereafter made/created by the Firm and any payments or expenses already made incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Space or excuse the Allottee from completing the payment of the price of the said Space or performing all the Allottee's other obligations hereunder or be the basis of any claim against or liability of the Firm provided that at time of execution of the sale deed, the said Space shall be free and clear from all encumbrances, lien and charges whatsoever.*
- 32.. *The Allottee hereby covenants with the Firm to pay, from time to time, at all times the amount which the Allottee liable to pay as agreed under this agreement and to observe and perform all the covenants and conditions contained in this agreement and to keep the Firm and its agents, representative and officers indemnified and harmless against any claims arising out of the non-observance and non-performance of the said covenants and conditions by the Allottee and also against any loss, damages that the Firm may suffer as result of non-payment, non-observance or non-performance of the said covenants and conditions, except in so far as the same are to be observed and performed by the Firm.*
- 33.. *The decision of the Firm in determining or apportioning and/or fixing the mode of payment of the various amount payable by the Allottee in terms of this agreement shall be final, conclusive and binding on the Allottee. The amount will be payable within 15 days of its demand along with collection/service charges to cover the cost of billing, postage, recovery, administrative and other incidental expenses etc.*
- 34.. *The Allottee having completed all payments as may be due in terms of this agreement, shall have an individual, impartionable ownership right in the land under the built up block in the ratio, which the carpet area of the space bears to the total carpet are of the other shop/commercial space in the block. The Allottee, will however, be entitled to the exclusive use only of the shop/commercial space allotted to him.*
- 35(a).. *From the date the building is completed and possession is offered to the Allottee, the Allottee would be liable to pay to the Firm or its nominees, regularly maintenance and service charges for the upkeep, cleanliness and general maintenance of the building and for the consumption of electricity and water in the common area.*
- 35(b).. *That as and when any plant and machinery including but not limited to lifts, D.G. Sets, Electric Sub Station, Pumps, Fire Fighting equipment etc. require replacement and/or up gradation, the cost thereof shall be contributed by all the Allottees in the said building on pro-rata basis. The Firm shall have the sole discretion to decide the necessity of such replacement and/or upgradation including its timing or cost thereof and the Allottee agrees to abide by the same. The Firm further declares and covenants that it will set up and administer a sinking fund (which shall be charged separately) to be utilized for all kinds of heavy and structural repairs, replacement of mechanical and electrical equipments, installations for similar and necessary expenditure incurred in respect of the "ANANDAM SQUARE".*

- 35(c).. *The charges payable in terms of this agreement would be payable by the Allottee, irrespective of the fact, whether during any period, the space is in use or occupation of the Allottee or not.*
- 35(d).. *The Firm would provide power backup to the Allottees on mandatory basis and IFMS for which the Allottees has to pay separately. The Allottee shall be required to replenish the said security deposit from time to time within a period of 15 days from the communication delivered by the Firm in this regard and at such rates or revised rates as decided by the Firm. The Firm shall also fix the unit rate for power backup charges consumed by the Allottee. The rates so fixed by the Firm shall be final and binding on the Allottee and shall not be open to question. The consumption of the power backup made by the Allottee shall be metered by way of a separate meter installed for the said purpose and the Allottee shall also be liable to pay the rental for the said meter separately as per the rates fixed by the Firm from time to time.*
- 35(e).. *The Allottee shall not be entitled to install its personal /individual generators or other power back up arrangement for providing power back up to the unit agreed to be sold to the Allottee.*
- 35(f).. *The Firm shall provide round the clock electricity upto the penals of the shop/commercial space and water upto the meter. The management of the energy and water within the shop/commercial space is not in the scope of the Firm. Water meter shall be fixed in every premise. The cost of common area water will be borne by the Firm/maintenance agency while that consumed internally by shop/commercial space will be charged based on the meter along with the electricity bill.*

*It is specifically agreed between the parties that if the completion of the building is delayed due to any reasons, the Allottee shall not be entitled to claim any interest, compensation, loss or damages whatsoever from the Firm.*

- 36.. *The fire fighting equipment shall be provided by the Firm in accordance with the National Building Code currently in force. If subsequently, due to any subsequent legislation/government order or directive or guidelines or change in the National Building Code or if deemed necessary at the sole discretion of the Firm, additional fire safety measures are undertaken, then the Allottee agrees and undertakes to pay, on demand the additional expenditure incurred thereon on pro-rata basis, as determined by the Firm, which shall be final and binding on the Allottee.*
- 37.. *The Allottee will be liable to pay annually the sinking funds for the replacement of capital goods like generators, machinery, electrical, equipments cables, ducting transformers, pumping sets, fire fighting equipments, water mains, toilets, ventilation equipment, lifts, escalators etc. The rate/s of sinking fund as payable would be worked out separately by the Firm and will be binding on the Allottee.*
- 38.. *That the Firm shall have the first lien and charge on the said Space for all its dues as are and/or that may become due and payable by the Allottee from time to time to the Firm under this agreement.*
- 39.. *The Firm will have the rights and privileges at all times before or after the sale deed to enter upon the area sold to the Allottee at all reasonable times for the purposes mentioned in the subsequent paragraph and for the purposes of inspections, repair of any structure and/or for repairing, laying or relaying any electric cables, pipe lines, water lines etc., which may be passing or are to pass through the said Space sold to the Allottee and in the opinion of the Firm are required or are to be redone in the general interest and for proper use and enjoyment of the building as well as for the structural stability of the building.*
- 40(a).. *That no right in the open roof terrace/top of the building or any part thereof in the remaining FAR (including the extent to which it is at present sanctioned and such further or additional extent to which it may at any subsequent time be sanctioned, permitted or allowed) shall be claimed by the Allottee.*
- 40(b).. *That the terrace at the top of the building shall always remain the property of the Firm and for use of the Firm. The Firm can use the same in any manner it desires. It stands allocated/allotted to the Firm.*

- 40(c).. *That the Firm will have the right to use the external face of the building as well as the terrace or terraces of the building for publicity or such other purposes as may be deemed fit and proper by the Firm and the Allottee shall not object to it and shall have no rights whatsoever in them.*
- 41.. *The Firm has unfettered rights to physically stop carrying out of any unauthorized changes in the allotted space and in any such eventuality, Firm may enter the allotted space and restore the same to the original condition at the cost of Allottee and further remove any sign boards or name plates or air conditioners or coolers etc. which may be installed/fixed in contravention of the term of this agreement.*
- 42(a).. *The Allottee shall keep and maintain the allotted space, its periphery walls and partition walls, brick walls, structural parts supporting the upper parts of the building and sewers, drains, pipes and appurtenance thereto or belonging thereto in the same good tenantable repair, state, order and condition in which it would be delivered to him and more particularly so as to support shelter and protect the park of the shop/commercial space including and other than that allotted to the Allottee.*
- 42(b).. *The Allottee or his nominees shall not be entitled to store any combustible or hazardous materials in the space held by the Allottee or carry out any prohibited activities therein. The Allottee shall not use the said Space for any such purposes or permit the same to be used in a manner by which the rate of insurance of the building taken by the Firm is raised by the insurance companies. The Allottee may take separate insurance policy at its own cost for the furniture, fixtures or goods lying in the said space.*
- 43.. *The Allottee is fully aware of the fact that the shop/commercial space in which the Allottee is going to have the space is prestigious shop/commercial space and therefore, in the common interest of all the occupants of the building and also to maintain a higher standard of cleanliness, beauty and aesthetic value and better outlook of the completed building, certain controls and discipline shall have to be observed by all the Allottees, their servants or tenants or occupiers which may be intimated by the Firm from time to time.*
- 44(a).. *The Allottee or his nominees or tenants cannot, under any circumstances, use the space for carrying on any manufacturing process of any kind or nature whatsoever or as a workshop or for carrying on any repair work of any nature whatsoever or for any hazardous work, occupation etc. or any other activity causing nuisance to other allottees in the complex.*
- 44(b).. *The Allottee shall use the space peacefully for commercial purpose alone without causing any annoyance of nuisance to the other users/occupants of other parts of shop/commercial space.*
- 45.. *That all notices to be served on the Allottee and the Firm as contemplated by this agreement shall be deemed to have been duly served, if sent to the Allottee or the Firm by pre-paid registered acknowledgement due post at their respective addresses mentioned hereinabove.*
- It shall be the duty of the Allottee to inform the Firm of any subsequent change in the address by Registered AD Post, failing which all communications and letter posted at the address shall be deemed to have been received by the Allottee.*
- In case there are joint Allottees, all communications shall be sent by the Firm to the allottee whose name appears first and at the address given by him, which shall for all purposes be considered as served on all the Allottees.*
- 46.. *It is expressly agreed between the parties that any advertisements, brochures, hand bills issued by the Firm does not form the basis of this agreement with the Firm. The Firm is only bound by the terms and conditions as incorporated in writing in this agreement.*
- 47.. *That the rights and obligations of the parties under or arising out of this agreement shall be constructed and enforced in accordance with the law of India.*
- 48.. *That in case the cost/ value of space booked/ allotted is Rs.50,00,000/-(Rupees Fifty Lac only) or more; in such a case each and every payment made or to be made by such applicant in whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such applicant and the total amount of TDS so deducted shall be deposited by such applicant to the credit of Central Govt. as it has been mandated through an amendment in*

the Income Tax Act, 1961, by inserting a new Sec 194-IA & notified by CBDT vide Notification No. S.O. 1404-E dated 31<sup>st</sup> May, 2013 applicable w.e.f. 1<sup>st</sup> June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the installment which is to be paid to the Builder/ Company/ seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of Central Govt. The credit of the same shall be reflected in the account of the said applicant once he/ she submits the proof of payment of "TDS on purchase of property" and issue to the Builder/ Company/ seller; TDS Certificate in Form-16B. Therefore, it is mandatory for the applicant to has a valid Permanent Account Number (PAN). For further details applicant may visit "[www.incometaxindia.gov.in](http://www.incometaxindia.gov.in)". Applicant is further requested to mention on the challan for payment of "TDS on purchasing of the property" address of the Firm.

- 49.. The Courts at Ghaziabad (Uttar Pradesh) alone shall have jurisdiction in case of any dispute.
- 50.. If any dispute or difference of any kind whatsoever shall arise between the "The Firm" and the shop Allottee in connection with or arising out of this agreement which they are unable to settle amicably between themselves, hence such disputes or differences shall be decided by a sole arbitrator, to be appointed by the Firm only, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It also agreed that the arbitral tribunal shall not have and jurisdiction to adjudication upon the disputes ex adequate bono. The arbitration shall be held in Ghaziabad and English language shall be used in the arbitral proceedings. The Indian laws shall govern the proceedings. The parties agree that the decision of the Sole Arbitrator so appointed by the Firm shall be final and binding upon the parties.

### **ACCEPTANCE**

I/We have fully understood the terms and conditions, as mentioned hereinabove and also the terms and conditions of Agreement & agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us generally with the terms and conditions as will be comprehensively set out in the Agreement. I/We opt for payment plan as per **Schedule-A**.

Signature of Applicant (s)

Name

Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness:

Signature \_\_\_\_\_

Name \_\_\_\_\_

**SCHEDULE-A**

Forming part of agreement dated \_\_\_\_\_ between Friends Land Developers and \_\_\_\_\_, s/o \_\_\_\_\_ w/o \_\_\_\_\_ and \_\_\_\_\_ s/o \_\_\_\_\_ in respect of bearing Shop No. \_\_\_\_\_ of an approximate super area of \_\_\_\_\_ sq.mt ( \_\_\_\_\_ on \_\_\_\_\_ Floor in "**ANANDAM SQUARE**", at Village Dhargal & Sadiq, Ghaziabad.

Total cost Rs. 25,00,000/- (Twenty Five Lakhs Only)

**CONSTRUCTION LINK PAYMENT PLAN**

The total price of the Space agreed to be sold will be paid by the Allottee in installments at intervals as laid down below:

No. Of Installments	Particulars	Amount (in Rs.)
I	At the time of booking (10%)	
II	On casting of Ground Floor Slab(10%)	
III	On casting of First Floor Slab(15%)	
IV	On casting of Second Floor Slab (20%)	
V	On completion of Brick work (20%)	
VI	On Completion of Finishing(20%)	
VII	On offer of possession (5%)	
	<b>TOTAL AMOUNT (100%)</b>	

**GST/applicable taxes are extra.**

***Balance and other charges***

- (i) Installation of electric meter*
- (ii) Water Meter, if any*
- (iii) Maintenance Charge*
- (iv) IFMS*
- (v) Sinking fund charges.*
- (vi) AMC*

*The Firm reserves the right to carry out part completion of the shop/commercial space and offer possession to the Allottee and claim payment of the entire remaining installments.*

*The due payments will be payable to the Firm within 15 days of the issue of installment demand letter.*

*For Friends Land Developers*

*Signature of the Alottee(s)*

*Partner*

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\_\_\_\_\_

To,

Friends Land Developers  
17,Kiran Enclave, Near Samrat Hotel,  
Main G.T. Road,Ghaziabad

Ref : - \_\_\_\_\_

**Subject : - Consent letter on proposed Revise Layout Plan and purchaseable FAR of the Project "ANANDAM SQUARE" at Anandam Estate ,Nh-58, Meerut Road, Ghaziabad**

Mr. \_\_\_\_\_ S/o \_\_\_\_\_ and Mrs. \_\_\_\_\_ w/o \_\_\_\_\_ R/o- \_\_\_\_\_, have booked a shop/commercial space no. \_\_\_\_, Floor \_\_\_\_, Super Area \_\_\_\_\_ Sq. Ft., in your esteemed project "Anandam Square", at Anandam Estate, Meerut Road, Nh-58, Ghaziabad on dated \_\_\_\_\_.

I/we have given my/us own consent on previous layout plans sanctioned by GDA Dated \_\_\_\_\_, respectively to your office.

Further it is informed to me/us about the proposed revised layout plan. The present proposed revised layout have been explained to me/us by your executive and same has also seen and understood by me/us, and I/we have no objection with the changes in percentage of undivided interest in the common areas & facilities.

I/we am/are fully agreed that I/we will not raise objection, complaint & claim, if developer purchases purchasable FAR or increase number of shops ground coverage etc.

Therefore, I/we hereby give my consent on proposed revised purchasable FAR & layout plan.

Thanking You,

(Applicant Name & Sign)

(Co-Applicant Name & Sign)