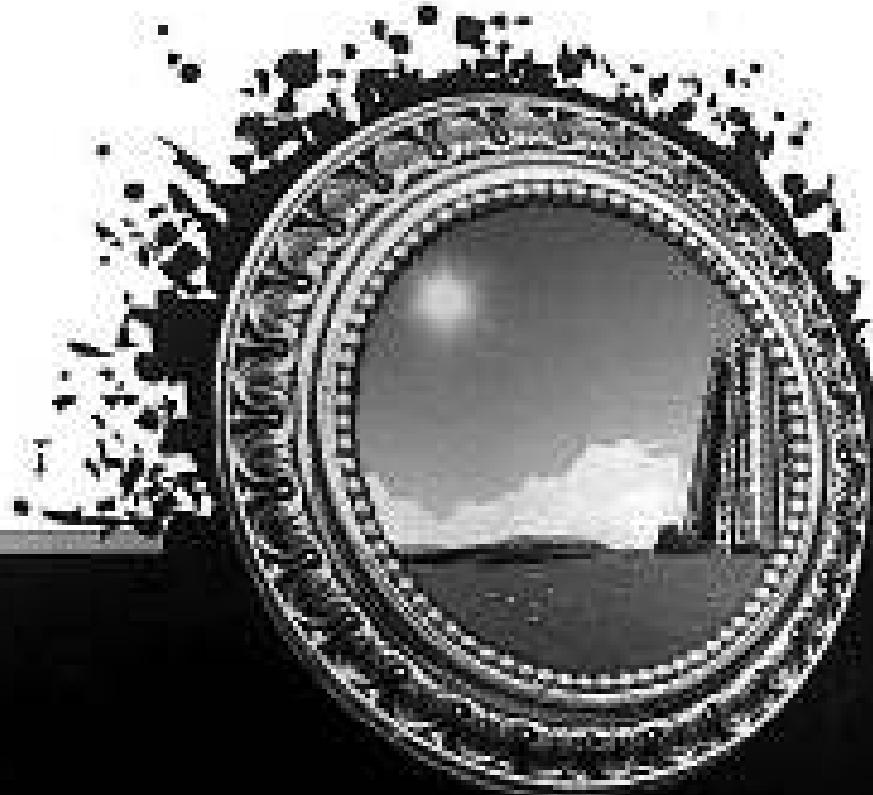


Aims



A Unique Township with appx. 80 Acres Open/Green area inside the Township

AND Also Appx. 90 Acres Open/Green area around the Township

**GOLF
TOWN**
103 Acres
(414353 Sq. Mtrs.)

**Aims
GREEN AVENUE
CBR. 414353**

Please read carefully.....

Important Instructions to the Intending Flat Allottee(s):

Any one desiring to purchase Residential Plot will be required to execute two (2) copies of the Flat Buyers Agreement for each Residential Plot Desired to be purchased. The Flat Buyers Agreement sets forth in detail the terms and conditions of sale with respect to the Residential Plots and should be read carefully by each Intending Allottee. Signed Flat Buyers Agreement will be accepted from an Intending Allottee within 7 (Seven) days following the Intending allottee's receipt of the copies of the Flat Buyers Agreement along with all its annexure attached therewith. The Company expects that during the time given, i.e. 7 (Seven) days from the receipt of the copies of the Flat Buyers Agreement, the Intending Allottee shall have read each and every clause of this Agreement carefully, analyzed the legal implications thereof and understood his/her obligations and liabilities and the Company's obligations and limitations as set forth in the Flat Buyers Agreement.

As the Flat Buyers Agreement is a legal document, the Company advises the Intending Allottee to take advice of competent legal counsel/advocates for interpreting the provisions of the Flat Buyers Agreement. The Intending Allottee shall, thereafter, if he/she so decides to enter into the Flat Buyers Agreement, execute and deliver to the company, within 7 (Seven) days from the date of dispatch by hand/registered post of the Flat Buyers Agreement by the Company, both the copies of Flat Buyers Agreement together with all Annexure, together with amounts due and payable as set forth in the schedule of payments. If the Intending Allottee(s) fails to execute and deliver to the Company the Flat Buyers Agreement in its original form duly signed within ten (10) days from the date of dispatch by Company, then the application of the Intending Allottee shall be treated as cancelled and the earnest money paid by the Intending Allottee shall stand forfeited without any notice or reminders and the Intending Allottee(s) shall be left with no right, title or interest in any form or manner in the Residential Plot Provisionally offered to the Intending Allottee(s).

The Flat Buyers Agreement will not be binding on the Company until received by the Company through its authorized signatory. The Company will have the option either to accept or reject the signed Flat Buyers Agreement within thirty (30) days after receiving the same from the Intending Allottee(s). If the Company decides to accept the Flat Buyers Agreement, then a signed copy of the Flat Buyers Agreement will be returned to the Intending Allottee(s) for his/her reference and record and one duly executed copy shall be retained by the Company. If the Flat Buyers Agreement is not executed by the Company and a copy is not dispatched by hand/ registered post to the Intending Allottee within thirty (30) days from the date of its receipt from the Intending Allottee by the Company then the application and the Flat Buyers Agreement shall be deemed to have been rejected by the Company and all sums deposited by the Intending Allottee in connection therewith shall be refunded without any interest or compensation whatever and the Intending Allottee(s) shall be left with no right, title or interest in any form or manner in the Residential Plot provisionally offered to the Intending Allottee(s).

The Company reserves the right to request through identification, financial and other information as it may so desire concerning any Intending Allottee(s). The Company shall reject and refuse to execute any Flat Buyers Agreement wherein the Intending Allottee(s) has made by corrections/cancellations/alterations/modifications. The Company reserves the right to reject any Flat Buyers Agreement executed by any Intending Allottee(s) without any cause or explanation or without assigning any reasons thereof and to refuse to execute the Flat Buyers Agreement(s) as the case may be for one or more Residential Flats, to any person or entity and the decision of the Company shall be final and unchallengeable.

I/We confirm that I/We have read and understood the above instructions and all clauses of the Flat Buyers Agreement, its annexure etc. and I/We now execute the Flat Buyers Agreement being fully conscious of my/our rights and obligations and limitations of the company and undertake to faithfully abide by all the terms and conditions of the Flat Buyers Agreement.

Signature of Flat Allottee

Name(s) 1.....2.....

Address.....

.....

Instructions for execution of the Flat Buyers Agreement

- 1) Kindly sign along with joint Flat Allottees, if any, on all places marked in the Agreement including all annexures.
- 2) Kindly paste at the place provided, color photographs including of joint Flat Allottees and sign across the photographs.
- 3) Both signed copies of the flat Buyers Agreement with all the annexure in its original form shall be returned to the company by registered post (A.D)/ hand delivery only within the stipulated time.

FLAT ALLOCTEE(S)'S AGREEMENT

THIS AGREEMENT IS MADE, on this day of

BETWEEN

One Gulf Town Developers Limited, a Company duly incorporated and existing under the Companies Act, 1956, having its registered office at 10, VIBHAWI PANCHAYAT KARO, VASANT VIHAR, NEW DELHI-110057, through its Authorised Signatory

Mr. HALDOK NAGAR SOUTHEAST HACHESWAR DAYAL NAGAR ROAD-211, VASANT VIHAR, NEW DELHI-110057 or

Mrs. SUJHA NAGAR SECTOR-114, 1006 NAGAR ROAD-210, VASANT VIHAR, NEW DELHI-110057

by Board Resolution passed on 10.01.2012, hereinafter referred to as the "DEVELOPER", which agreement shall take effect from the date of execution hereof, or earlier and include all successive admissions, covenants, restrictions, stipulations and authority under and by the ONE PART

AND

THE INDIVIDUALS/JOINT PURCHASERS PART:

Smt. _____
Name of Spouse _____

Son of _____
Name of Father _____

Son _____
Name of Son _____



1. **Full Name:** _____
SID# or S#: _____
Received At: _____



100

PAN _____

→ To be called in case of sale or purchase.

the term(s) singly/ Jointly, as the case may be, referred to as the "Flat Allocation(s)" which express(es) shall be in accordance to the terms
higher fees, expenses, costs, honorarium, legal representation, success-fee, payment and percentage of the OTHER PART.

B. FOR PARTNERSHIP FIRMS

With the support of our clients, we have established a partnership firm dedicated to the delivery of quality services.

Phantom

Registered under the Partnership

Act and compete to earn individual points through his/her own

1

Start Date: _____

(iii) shall refer to as the "EU Alliance") which provides shall include:

repugnant to the context or meaning thereof, be deemed to include the entire Partnership Term and their heirs, legal representatives, executors, administrators, successors and permitted assigns of the OTHER PARTY.

C. PLEX CLUSTERS

.....

PHOTO

Registered under the Companies Act, 1956, having its registered office at

General: Is daily self-care signature 50% done? _____

note: Broad Rulings issued *the term referred to as 'The Annexes' [4] which express the shall unless in agreement to the contrary, or reserving thereof, be deemed to include its Administrations, successors in interest, components and permitted assigns) of the CTR&EA PART.*

¹⁰The Deneburen and the Pechtous were referred to as the "Party" and collectively as the "Parties".

AND WHEREAS M/S. Aims Promoters Private Limited, M/S AMR Construction Pvt. Ltd. & M/S Naras Estates Pvt. Ltd and applied to Greater Noida Development Authority (GNDAA) for allotment and reservation of 41432.00 square meter of land at GNDAA, Sector-4, GREATER NOIDA.

AND WHEREAS Greater Noida Industrial Development Authority herein referred ("the Landlord") dated 24/11/2010 issued GNDPA/10014, plot of land at GNDAA, Sector-4, GREATER NOIDA.

AND WHEREAS vide Allotment letter No. Building/GNDPA/10014 dated 13/04/2011, GNDAA allotted "Plot F TYPE V" in Sector-4, GNDAA under Group Housing Scheme Code-RTE-A/CH/01 to M/S. Aims Golf Town Developers Private Limited comprising M/S AIMS PROMOTERS PVT LTD, M/S AMR Construction Pvt. Ltd. & M/S Naras Estates Pvt. Ltd.

AND WHEREAS vide Letter dated 06/10/2010, GNDAA granted approval of Special Purpose Company ("SPC") in the name of Developer to M/S. Aims Golf Town Developers Private Limited, with respect to "GOLF TOWN" CH/04, Sector-4, GNDAA comprising M/S AIMS PROMOTERS PVT LTD, M/S AMR Construction Pvt. Ltd. & M/S Naras Estates Pvt. Ltd. (hereinafter referred to as "Owner" which acronym shall unless repugnant to the context or meaning thereon, be adopted to include its Sub-contractors, successors-in-interest, heirs and personal agents).

AND WHEREAS it is agreed among the members of the SPC that M/S AIMS PROMOTERS PVT LTD, shall remain always the Lead Member of the consortium till the completion of the project and the members of the consortium shall not be changed till the completion of the project except in accordance with the terms and conditions of Allotment letter No. Building/GNDPA/10014 dated 13/04/2010 issued by GNDAA.

AND WHEREAS GNDAA issued Letter dated 10/12/2010 NODTA in favour of M/S. Aims Golf Town Developers Private Limited, i.e. the developer in respect of the said Plot which are deposited with the office of the Sub-Registrar, Sector 10, Greater Noida, Building no. 10/12/2010 entered on Roll No. 1, fol No. 10000 serial No. 14923 in respect of the 1700sqft 17 sq. mtr.

AND WHEREAS the possession of the said Plot was given to the owner via possession order dated 10/12/2010 passed by GNDAA.

AND WHEREAS vide aforesaid documents the Owner has acquired ownership right, title and interest in the aforesaid land.

AND WHEREAS the owner has prepared a Master Plan of residential Township for the purpose of development of the said land as per permissible usage according to the terms and conditions of allotment.

AND WHEREAS Planning Department of GNDAA has approved the Master Plan prepared by the owner for the purpose of development of the said land as per permissible usage, vide approval letter No. PLG/CH/RP/2007/GNDPA/3311 dated 11th April, 2011.

AND WHEREAS the Owner has right to develop upto 30 percent of the allotted and leased land as per the terms and conditions of scheme for allotment and development.

AND WHEREAS the Owner is desirous for construction and development of Group Housing complex in the name of "Aims Green Avenue" at Plot No. CH/04, Sector-4, GNDAA.

AND WHEREAS the developer is developing the said Plot of Land by constructing thereon a Group Housing complex known as "AIMS GREEN AVENUE" herein after referred to as "the complex" in accordance with the sanctioned building plan and necessary permission from the concerned government authorities.

AND WHEREAS Planning Department of GNDAA has approved the Building Plans prepared by the owner for the purpose of development and construction of a Group Housing complex known as "AIMS GREEN AVENUE" as per permissible usage, vide approval letter No. PLG/CH/RP/2007/GNDPA/3316 dated 27th April, 2011.

AND WHEREAS said developer the Developer has acquired ownership right, title and interest in the aforesaid Land herein to develop the said Property and sell the same
Said Component which the Developer developed and subsequently sold the said Sale Component at their sole discretion, in accordance with the terms and conditions
appearing hereinafter.

AND WHEREAS the Flat Allottee(s) has agreed to the terms and conditions aforesaid in this Agreement and in the application for the allotment of a Residential Plot with Building
Space in 'Amit Queen Avenue' at Gali No. 10, Plot No. QH-34, Sector-4, Chittaranjan Park, Mumbai, Maharashtra given in ANNEXURE "A" annexed to this Agreement thereafter referred
to as the said "Plot".

AND WHEREAS the Flat Allottee(s) has represented that he has applied for allotment of said Plot with full knowledge of all laws / restrictions and rules applicable to the said
in general and the arrangements pertaining to the said Complex thereof, i.e. "AMIT QUEEN AVENUE", and has satisfied himself in respect of ownership and title of the property in
particular which have been explained by the Developer and communicated by him/her.

AND WHEREAS the Flat Allottee(s) has represented that he has received certain documents relating to the said Complex and is fully satisfied that the title
of the plot of the Land of the said Complex is marketable and the Developer has right and authority of marketing the Plot building to be built in the said Complex in any part and
the Flat Allottee(s) has also seen and understood the technical plans designs, sections drawings of the said Plot and the said Complex and is well informed of building the said
Plot.

AND WHEREAS the Flat Allottee(s) has confirmed to the Developer that he is entering into this Agreement with full knowledge of all the terms and conditions mentioned in the
Agreement and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

AND WHEREAS the Developer relying on the confirmations, representations and warranties of the Flat Allottee(s) irrefutably abide by all the terms and conditions and
representations contained in this Agreement has accepted in good faith the application to allot the said Plot and has now agreed to enter into this Agreement on the terms and
conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSED AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:

1. That Developer hereby agrees to sell and the Flat Allottee(s) hereby agrees to purchase the Plot as described in ANNEXURE "A" to this Agreement in the said
Complex to per plan and specifications mentioned are agreed and accepted by him/her for a total sale price plus other applicable additional charges as described
in ANNEXURE "B" annexed to this Agreement in respect of the said Plot.
2. That the Flat Allottee(s) hereby agrees to pay to the Developer the basic sale price and other development / preferential charges and additional charges as per
the payment plan agreed by the Flat Allottee(s) and described in ANNEXURE "B".
3. The Flat Allottee(s) pays to the developer of this Agreement and title to the said Property.
4. Any further or additional F.A.R.PSI recording available in respect of the said Property at any point of time whatever shall belong to the Developer absolute.

5. The Developer shall have the right and be entitled to construct and sell such further additional floors as may be allowed or sanctioned by GNDHA due to increase in F.A.R. or any other reasons. For this limited purpose the Developer shall retain rights over the terrace of the said Building for construction and sale of such additional floors and the Flat Allottee(s) hereby grants its irrevocable consent to such additional construction being carried out by the Developer on the said Property. To the extent same do not in any manner affect the rights of the Flat Allottee(s) hereunder. The Developer shall have all the right to sell such additional floors/flat/s etc.
6. Flat Allottee(s) further agrees that the Developer shall, to the extent same does not in any manner affect the rights of the Flat Allottee(s) hereunder, be entitled to put-up additional construction if allowed and sanctioned by GNDHA any time due to increase in F.A.R. or any other reasons on the said Property including by way of raising additional floors on the said Building and to sell/buy penthouse, parking spaces, terraces and other portions in such additional construction. The Developer, to the extent same do not in any manner affect the rights of the Flat Allottee(s) hereunder, is entitled to make such changes, additions, variations and modifications in the said plans as it may desire for making such additional construction and the Flat Allottee(s) hereby irrevocably and expressly consent to the same and that the Flat Allottee(s) hereby waives its irrevocable consent for such additional construction if allowed and sanctioned by the Noida. The Flat Allottee(s) consents, agrees and undertakes that it shall not raise any objection against the Developer making such additional construction on any ground, whatsoever, including that of negligence or non-compliance, and also agrees and undertakes to extend all reasonable cooperation to the Developer for making such additional construction.
7. That the Flat Allottee(s) hereby agrees that he/she shall pay the price of the said Plot and other charges calculated on the basis of super area, which is understood to include pro rata share of the common areas in the Complex. It is further understood and agreed by the Flat Allottee(s) that the super area given in this Agreement is tentative and subject to change upon approval of final building plan(s) and/or on completion of construction of the Complex. The Flat Allottee(s) hereby agrees that no claim, monetary or otherwise will be raised in case of any change.
8. (i) That the details of the common areas, dimensions and specifications of work to be done and layouts are given in Annexure "A".
(ii) That the fitting and fixtures proposed to be provided in the Flat are detailed in Annexure "B".
(iii) That the outlays of the developer are detailed in Annexure "C".
9. That the Flat Allottee(s) hereby agrees that he shall pay the price of the said Plot and other charges calculated on the basis of super area, which is understood to include pro rata share of the common areas in the Complex, which is as per the layout/plot/building plan. It is further understood and agreed by the Flat Allottee(s) that the super area given in this Agreement is tentative and subject to change upon approval of final building plan(s) and/or on completion of construction of the complex or change in FAR or any rules, regulations and by laws. The Flat Allottee(s) hereby agrees that no claim, monetary or otherwise will be raised in case of any change.
10. That both the parties have agreed that the cost of development and construction of the said Plot is escalation free, save and except increase in Govt. rates, taxes, cesses etc. or any other additional demand created by GNDHA due to any increase in construction on factors in any other reasons, and /or any other charges which may be levied or imposed by the Governmental Authorities from time to time. Many provisions of the existing and future Laws, guidelines, directions etc., of

by Government or the Competent Authorities made applicable to the said Plot / Land Complex requiring the Developer to provide pollution control devices, components etc., shall also be borne and paid by the Flat Allottee(s) in proportion to the area of his/her Flat in the total area of all the Plots in the Complex, as and when demanded by the Developer.

11. That the Flat Allottee(s) specifically agrees to pay directly or if paid by the Developer then reimburses the Developer on demand, all government charges, service tax, any other charges, fees, taxes etc., leviable in future on the said Land and Plot or said Complex to be constructed on the said Land and Plot or any other additional charges raised due to increase in compensation to demand by the Haryana Gram Raajya or any other authority/Agency or as the case may be, irrespective of applicability from the date of allotment of the said Plot to the Flat Allottee(s) and the same shall be borne and paid by the Flat Allottee(s) in proportion to the Super Area of the said Plot. If such charges are increased (including with retrospective effect) after the sale deed has been executed, the charges shall be treated as original sale of the said Plot and the Developer shall have the first charge / lien on the said Plot for recovery of such charges by the Flat Allottee(s).
12. That the Super Area of the said Plot means the covered area of the said Plot including the entire area enclosed by its periphery walls including any interior columns, balustrades and lifts etc. and half the area of common walls with other premises / Flats which form integral part of said Plot and superimposed by areas. The common areas shall mean all such parts / areas in the entire said Complex which the Flat Allottee(s) shall use by sharing with other occupants said Complex including common lobbies, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service lodges on all floors, common areas and passages, staircases, manholes, service areas including but not limited to, lift areas, machine/pumping set room, security / fire control rooms, noise offices / stores, guards Cabin etc., if provided. The common areas shall remain undivided and cannot be sold separately.
13. That it is further understood and agreed by the Flat Allottee(s) that the area of the said Plot given in this Agreement is tentative and subject to changes directed by the Surveying Authority or Architect or Structural Engineer of the Developer which may result in change (increases/decreases) in the area of said Plot, change in its dimensions, size, location, number, boundaries etc. The final area, size, location, number, boundaries etc., shall be confirmed by Developer on completion of the Complex. In case of increase in the area of the said Plot, the Flat Allottee(s) shall pay at the prevailing Developer's rate for the increased area. In case of decrease of the allotted area of the said Plot, the amount received in excess over the above the total cost of the Plot based on the changed area, shall be refunded / adjusted (as the case may be) by the Developer to the Flat Allottee(s) within the date of receipt of the Bill till the date of payment.
14. That the Flat Allottee(s) hereby agrees to pay Preferential Location Charges (PLC) for preferential location as described in the Agreement in the manner within the time as same is the Payment Plan annexed herewith to Annexure-II¹. However, the Flat Allottee(s) has/have specifically agreed that (i) he / she

- changes in the layout plan, the said Flat ceases to be in a preferential location, the Developer may adjust or refund only the amount of preferential location charges paid by the Flat Allottee (S) and such amount shall be subjected to the law in-suitment as stated in the payment plan annexed herewith as Annexure-II-B'. If due to any change in the layout plan, the said Flat becomes preferentially located, in such case, the Flat Allottee (S) shall be liable and agrees to pay the amount as laid when demanded by the Developer as preferential location charges.
15. That the Developer is responsible for providing internal development within the said Complex which includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewage line (iv) laying of electrical line. However, it is understood that external or peripheral services such as municipal water and sewer lines, storm water drains, roads, electricity, horticulture etc., are to be provided by the Govt. or the concerned authority up to the periphery of the said Complex.
16. That it is agreed by the parties, that the Firefighting equipment and / or preventive measure may be installed by the Developer in the common area if required by any law / bylaw order or directives or guidelines of the
17. Govt. / any Statutory Authority/BODY or if deemed necessary by the Flat Allottee (S) and the cost thereof shall be chargeable costs from the Flat Allottee (S) on pro-rata basis.
18. That the Developer has defined the content of internal development and in case of any change at a later stage in the specifications of internal development thereby resulting in the Developer incurring any extra expenses on account of such changes, the same shall be recovered on pro-rata basis from the Flat Allottee (S) and shall be payable as and when demanded by the Developer.
19. That the Flat Allottee (S) agrees that specifications shown in the brochure / pamphlet / advertising / etc. are indicative only and that the Developer may be on its own provide any additional / better specifications and / or facilities other than those mentioned in the brochure / pamphlet / advertising / etc. due to technical or aesthetic reasons including non availability of certain material of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Complex / said Flat. The Flat Allottee (S) agrees to pay for the cost of additional / better specifications and / or facilities as additional charges proportionately or as the case may be, as and when demanded by the Developer.
20. That it is an essential condition of this agreement that the said Flat shall always be used only for the purpose it has been allotted. Any change in the specified use, which is not in consonance with the theme of the said Complex, or is detrimental to the public interest will be treated as a breach of the terms of the agreement warranting the Developer to cancel the agreement and to forfeit the entire amount deposited by the Flat Allottee (S). Thereafter, the Flat Allottee (S) shall not have any right title or interest in the said Flat allotted to him/her.

21. That this Agreement is subject to the terms and conditions of execution of layout plan / or license issued by concerned department of GREATER NOIDA
Industrial Development Authority, Government or any authority, in respect of the said Land / said Complex of the Developer and the Flat Allottee(s) shall accept and agrees to abide by and to be bound by the same.
22. That the Flat Allottee(s) hereby agrees to make all the payments within time & per the terms of Schedule of Payments as mentioned above and / or as may be demanded by the Developer from time to time without any remittances from the Developer through A/c Player Cheque(s) / Demand Draft(s) in favour of Ms. Almas Gold Town Developers Private Limited payable at Noida. The receipt of payment shall be issued by the Developer in the name of First Flat Allottee(s) in case the said Ms is allotted to joint Flat Allottee(s) irrespective of payment received from any other person.
23. That it is agreed by the Allottee(s) that, the timely payment of instalments and other dues charged informed herein is the essence of this Agreement. It shall be incumbent on the Flat Allottee(s) to comply with the terms of payment and the Flat Allottee(s) herein has/have agreed that the Developer is under no obligation to send reminders for payment. If payment is not received by the Developer within the period as indicated in the payment plan opted by the Flat Allottee(s) and there is any other breach of terms of this Agreement, then, the allotment may be canceled.
24. That in the event of default of the Flat Allottee(s) to perform his/her obligations or to fulfill all the terms and conditions set out in this Agreement, the Flat Allottee(s) hereby authorizes the Developer to forfeit, out of the amounts paid by him, the sum in rupees ten thousand together with any interest installments, interest on delayed payment due or payable and amount of the said Flat shall stand cancelled. However, in exceptional circumstances the Developer may, in its absolute discretion, condone the delay in payment by charging penal interest @ 18% p.a. for up to one month delay from the due date of instalments and @ 24% p.a. up to next two months thereafter on all outstanding dues from their respective due dates. The amount paid over and above the sum in rupees, if any, shall however be refunded to the Flat Allottee(s) by the Developer within any interest after re-evaluation of the said Flat and after compliance of certain formalities by the Flat Allottee(s).
25. That the Flat Allottee(s) hereby agrees that out of the amount(s) paid/payable by him/her for the said Flat allotted to him/her, the Developer shall get 1% of this consideration, as earnest money towards fulfillment of all the terms and conditions by the Flat Allottee(s), as contained in the Agreement.
26. That the Flat Allottee(s) agrees that the conditions for release of booking amount/earnest money shall remain valid and effective till the execution and registration of conveyance deed for the said Apartment & that the Flat Allottee(s) has agreed in this conditions to indicate his commitment to faithfully abide by all the terms and conditions as contained in this application.

27. That the Flat Allottee(s), if resident outside of India, is/are solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory notifications, regulations/ G. Guideline theroy and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the Developer with such permission, approvals etc. which would enable the Developer to fulfil its obligations under this Agreement. The Flat Allottee(s) hereby undertakes and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and Rules made there under as amended from time to time or any other law as may be applicable. The Developer shall not accept any responsibility in this regard.
28. That it is agreed by and between the Parties that unless a Sale Deed is executed and registered, that Developer shall continue to have full authority over the said Plot and all amounts paid by the Flat Allottee(s) under this Agreement shall merely be a token payment for purchase of the allotted Plot and shall not give him any benefit or interest in the said Plot.
29. That the Flat Allottee(s) is/are entitled to get the name(s) of his nominee(s) substituted in his place. The Developer may however, in its sole discretion, permit such substitution on such terms and conditions including payment of administrative charges and transfer fee as it may deem fit only when the 40% of the total cost of the Flat has been paid to the Developer. Any change in name (including addition / deletion) of the Flat Allottee(s) will be deemed as substitution for this purpose.
30. That the Flat Allottee(s) shall also be entitled to use the common areas and facilities within the said complex which may be provided the land underneath the said Complex Building earmarked as generally commonly used areas & facilities by all the occupants / users of the said Land. However, such generally unused areas and facilities for common use of all occupant shall not include "limited common areas and facilities" designated by the developer for reservation for the particular Plot(s). In so other unreserved covered parking spaces available to customers/tenants/occupants in the said Complex on payment of operational/maintenance charges and such parking spaces shall be under the exclusive ownership of the Developer and shall be dealt with by the Developer at its own discretion as it may deem fit.
31. That the Flat Allottee(s) further agrees that the reserved covered parking space(s) allotted to him / her for exclusive use shall be understood to be together with the said Plot and the same shall not have independent legal entity detached from the said Plot. The Flat Allottee(s) undertakes not sell / transfer / deal with the reserved covered parking space independent of the said Plot. The Flat Allottee(s) undertakes to park his / her vehicle in the parking space allotted to him / her and not anywhere else in the said Land. That Flat Allottee(s) agrees that all such reserved car parking space allotted to the occupant of the said Complex shall not form part of common areas and facilities of the said Plot. The Flat Allottee(s) agrees and confirms that the reserved covered parking spaces allotted to him /

he shall immediately be entitled in the event of cancellation, annulment, non-acceptance, resumption, and re-provision etc. of the said Flat under any of the provisions of this Agreement.

22. That construction of the complex is likely to be completed as early as possible subject, however, to force majeure conditions, regular and timely payment by the Flattee(s), availability of building material, ex. change of law by the concerned authority etc. Non-delivery by way of damage or compensation shall be against the Flattee in case of delay in handing over possession on account of the aforesaid reasons or any other reason beyond the control of the Developer. The complex is proposed to be completed by However, if there is delay in payment beyond the due date for delivery other than the Developer will pay the Flattee(s) after a grace period of months a sum of Rs. 500/- Five Only per sqft. on super area per month. For the period of delay to the Flattee(s) provided, however, that the Flattee(s) has made payment of all instalments towards the sale consideration of the said Flat in time and without any delay to the Developer.
23. That the Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by Act of God, fire, storm, flood, explosion, war, riot, terrorism, subversion, insubordination, damage or removal of energy, labour, equipment, facilities, materials or supplies, strikes, lockouts, actions of labour unions, in any other cause whether similar or dissimilar to the foregoing; nor within the reasonable control of the developer. Further, the Developer shall not be held liable for any delay in delivery or possession of the said Flat to the Flattee(s) if the delay is caused due to carrying out any distinct / additional work demanded by the Flattee(s) not in the said Flat at any point of time during development of the said Flat.
24. That the Developer shall offer in writing to the Flattee(s) to take over, occupy and use the said Flat within forty days from the date of offer of possession and the Developer shall hand over the said Flat to the Flattee(s) for the occupation and use subject to the Flattee(s) having complied with all the terms and conditions of this Agreement and is not in default under any of the terms and conditions herein and has complied with all provisions, limitations, restrictions etc., as may be prescribed by the Developer in this regard.
25. That upon receiving a written intimation from the Developer, the Flattee(s) shall within the time stipulated by the Developer in the notice offering possession take over possession of said Flat from the Developer by executing necessary instruments, affidavits and such other documentation as the Developer may prescribe and the Developer shall after satisfaction of such documents and payment by the Flattee(s) of all the dues, period the Flattee(s) is to occupy and use the said Flat. If the Flattee(s) who fails to take over the said Flat as aforesaid within the time limit prescribed by the Developer in his notice, the said Flat shall be at the risk and cost of the Flattee(s) and the Developer shall have no liability or claim on Flattee. Further, in the event of his failure to take possession for any reason whatsoever, he shall be deemed to have taken the possession of the said Flat on expiry of thirty days.

site of possession for the purpose of payment of applicable maintenance charges or any other such liability, whether on account of the Flat or for any other purpose.

26. That further it is agreed by the Allottee(s) that in the event of his failure to take over the said Flat in the manner aforesaid, the Flat Allottee(s) shall pay to the Developer holding charges at the rate of Rs. 5/- (Rs. Five Only) per sq.ft. of the super built-up area of the said Flat per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Flat till the entire holding charges with applicable overdue interest at the rates as prescribed in this Agreement along with the applicable maintenance charges are fully paid. It is made clear and the Flat Allottee(s) agrees that the holding charges as stipulated in this clause shall be a distinct charge irrespective of being in addition to maintenance or any other charges as prescribed in the Agreement.
27. That if for force majeure reasons or for reasons beyond the control of the Developer, the whole or part of the Complex is abandoned or permanently delayed, no other claim will be preferred except that the Allottee(s) money will be refunded without interest from the happening of such eventuality after compilation of certain formalities by the Flat Allottee(s).
28. That the Flat Allottee(s) shall, after taking possession thereof possession of the said Flat, as he may be, at any time thereafter shall have no objection to the Developer developing or continuing with the development of other Flats adjoining the said Flat sold on the Flat Allottee(s).
29. That the Developer is authorized to raise loan by creating mortgage of the Complex land from any bank/financial institution/agency and the Flat Allottee(s) will have no objection in this regard. However, such mortgage, if created will be get waived and redeemed before handing over the possession of the said Flat to the Flat Allottee(s). Present non-encumbrance over the land of the said complex is detailed in Annexure-“P”.
30. That upon completion of the Complex, the Developer shall, subject to the whole of the consideration money and other charges and dues being received by him and register the Lease Deed of the Flat in favour of the Flat Allottee(s) in such a manner as may be permissible at the cost and expense of the Flat Allottee(s) and on the terms and conditions of this Agreement except those omitted by the Developer as unnecessary and the terms and conditions, if any, imposed by the Authorities at this behalf.
31. That the Stamp Duty, service tax, registration fee and other charges for execution and register of this Agreement, Lease Deed or any other documents with respect to the said Flat shall be payable by the Flat Allottee(s) within the time specified in call notice given by the Developer to the Flat Allottee(s). The Flat Allottee(s) shall be fully responsible for paying any due/draft Stamp Duty and other charges to the Govt. authorities.
42. (a) That the Flat Allottee(s) will be entitled to possession of the said Flat only after all the amounts payable under this Agreement are paid and the Lease Deed in respect of the said Flat is executed and duly registered with the Registrar / Sub-Registrar concerned.

- (ii) That the Flat Allottee(s) after taking possession of the said Flat shall have no claim against the Developer in respect of any kind of work which may be obliged not to have been carried out or completed in the said Flat for any reason whatsoever. All complaints, if any, shall be deemed to have been made / received before taking the possession of the said Flat by the Flat Allottee(s) and his/her/their authorized representative.
- (iii) That the Tenancy rights of the Flat shall remain with the Developer unless altered by the Allottee(s) mutual consent. The Flat Allottee(s) shall have no objection if the Developer gives an lease or hire any part of the top two floors above the top floor for installation and operation of any type, satellite dishes, communication towers etc.
- (iv) No further construction/modification is permissible to the Flat Allottee(s) anywhere in the Flat including over the roof/menus of the said Flat.
43. That the common areas and facilities shall remain under the ownership and control of the Developer whose responsibility will be to maintain and upkeep the said spaces/sites until the same are transferred / assigned to the management agency or to the association of apartment flat owners.
44. That the Flat Allottee(s) shall not at any time damage the said Flat or any part thereof nor will at any time make or cause to be made any additions or alterations or whatever damage to the said Flat or any part thereof which may affect the other Flat or common areas and the structure of the complex. The Flat Allottee(s) shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. on carrying out any change in the exterior decoration or design.
45. That in order to provide necessary maintenance services, the Developer may, upon the completion of the said Complex, hand over the maintenance of the said Complex to anybody corporate, association etc. hereinafter referred to as "Maintenance Agency" to the Developer in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc. of the Complex, including other common areas, landscaping and common areas, water bodies of the Complex will be organized by the Developer or its nominated maintenance agency from time to time depending upon the maintenance cost. The Flat Allottee(s) shall be liable to make payment of such cost to the Developer or maintenance agency appointed by it. In case of failure of Allottee to make payment of maintenance charges against stipulated period, he shall be liable to pay interest at the rate of 18% per annum and non-payment shall also disentitle the Flat Allottee(s) to the enjoyment of common services including electricity, water etc.
46. That the Flat Allottee(s) hereby agrees to keep with the Developer an Interest Free Maintenance Security (IFMS) deposit towards payment of maintenance charges in order to secure adequate provision of the maintenance services and the performance of the Flat Allottee(s) in paying promptly the maintenance bills and other charges as raised by the maintenance agency. The Flat Allottee(s) further agrees to deposit the said interest free maintenance security in per the schedule of payment given in this Agreement and to always keep it deposited with the Developer or its nominated maintenance agency. A separate maintenance Agreement between the Flat Allottee(s) and the Developer or its nominated maintenance agency will be signed at a later date.

37. That the Developer shall have the right to transfer the IPMS or the Flat Allottees(s) to the maintenance agency/association of flats owned by the Developer only from time after collecting them from any outstanding maintenance bills and for other negligence of the Flat Allottee(s) at any time upon execution of the 5th Lease Document for Bond and thereupon the Developer shall stand completely absolved / discharged of all its obligations and responsibility(ies) concerning the IPMS including but not limited to cases of repayment, refund and / or claim of any of the Flat Allottee(s) on account of the same.
38. That the Developer or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times or after notice upon the said Flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Agreement including for corrections / disconnections of the electricity and water and / or for repairing / changing wires, guitars, pipes, drains, pipes structures etc. However, in case of emergency or emergency situation, the Flat Allottee(s) hereby authorizes the Developer or Maintenance Agency and their representatives, employees etc. to break the lock, door, windows etc. of the said Flat to enter into the said Flat in order to prevent any further damage / losses to the life / property in the said Flat / Building / Complex and the Flat Allottee(s) hereby agrees that the said action of the Developer or Maintenance Agency and their representatives, employees etc. is fair and reasonable and he / she / it does not raise any objection to such action.
39. That the structure of the said Complex Building may be got insured against fire, earthquake, riots and civil commotion, militant actions etc. by the Developer or the maintenance agency on behalf of the Flat Allottee(s) and the cost thereof shall be payable by Flat Allottee(s) as the part of the maintenance bill raised by the maintenance agency but contents inside each Flat shall be insured by the Flat Allottee(s) at his / her own cost. The cost of insuring the Complex Building structure shall be recovered from the Flat Allottee(s) as part of total maintenance charges and the Flat Allottee(s) hereby agrees to pay the same. The Flat Allottee(s) shall not be or permit to be done Complex Building or cause increased premium to be payable in respect thereof for which the Flat Allottee(s) shall be solely responsible and liable.
40. That the said Complex shall always be known as 'AIRIS GREEN AVENUE' and the name shall never be changed by the Flat Allottee(s) or their association or anybody else.
41. That the Developer shall have the first lien and charge on the said Flat, in the event of the Flat Allottee(s) parting with any interest therein, for all its dues that may become due and payable by the Flat Allottee(s) to the Developer under this Agreement.
42. That the terms and conditions contained herein shall be binding on the Occupier of the said Flat and details of the Occupier shall be treated as that of the Flat Allottee(s), unless so stated otherwise.

53. That notwithstanding the fact that a portion of the common areas has been included for the purpose of calculating the saleable Super Area of the said Flat, it is expressly and specifically made clear that the inclusion of the common areas in the configuration does not give any right and this remains as such to the Flat Allottee(s) to valid them independently.
54. That the Flat Allottee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or through or associate with high decibels, garage, garbage or refuse etc. anywhere in the said Complex apart and except in areas / places specifically earmarked for those purposes in the said Complex.
55. That it is clearly specified that the visitors / guests / relatives / staff on the Flat Allottee(s)/Occupants of the Flat shall park their vehicles outside the complex in at the spaces earmarked by the Developer to avoid any inconvenience to the Flat Allottee(s)/ occupants of the other Flats and it shall be the duty of the Flat Allottee(s) to ensure the same.
56. That the Flat Allottee(s) further agrees that he shall not fit / install the Air Conditioners / Air Coolers or other equipment at any place other than the space earmarked / provided for in the said Flat and shall not design or install or open them in the trade passages, common areas or in the entrances. The Flat Allottee(s) further agrees that no water shall drip from the said Air-Conditioners / Air Coolers or the like equipment in a way which may cause inconvenience to other Flat Allottee(s) / Occupants in the said Complex.
57. That delay or indulgence by the Developer in enforcing the terms of this Agreement or any infraction or going of these to the Allottee(s) shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of the terms and conditions of this Agreement by the Flat Allottee(s) nor shall be same in any manner prejudicial to right of the Developer.
58. That the Flat Allottee(s) hereby agrees that in case he avails loan facility for the purchase of the said Flat, upon execution and registration of Lease Deed regarding the said Flat, the original Lease Deed shall be received by the Developer on behalf of the Flat Allottee(s), from the registration office directly and shall be deposited with the concerned financing institute / bank to create equitable mortgage thereon in accordance with the Banking rules & Regulation and its understanding given by the Developer in this regard.
59. That the Flat Allottee(s) undertakes to pay the following charges -
- a) Charges for electricity connection from the electric supply authority/Developer base unit to the sub-station in the complex and from the sub-station will be deposited by the Flat Allottee(s) on a periodic basis with the Developer before completion of the project while the charges for electricity connection from the sub-station to the Apartment of Flat Allottee(s) and for the meter (for the Apartment) will be paid directly by the Flat Allottee(s) to the electric

apply authorising the Developer whose electric connection is sought/obtained by him; but prior to taking possession of the Apartment. However the cost of calling from the local Authority meter to the Apartment has been included in the basic sale price.

- b) One months electricity meter security deposit, alongwith charges under connection and sever connection of;
- c) Security Deposit connection charges and recurring charges for gas connection if available;
- d) Any increase charges for provision of any other services/connections not specifically mentioned herein as may be required by any authorities or necessitated appropriate by the Developer.

61. The Flat Allocated(s) has agreed to pay Earned Money towards fulfillment of the terms and conditions as contained in this agreement. The Flat Allocated(s) hereby authorizes the Developer to forfeit the Earned Money paid in case of default by him/her. That the Flat Allocated(s) hereby agrees that one of the amounts payable by him/her for the said Flat allotted to him/her, the Developers shall make 1% (one percent) of sale consideration, as earnest money to ensure fulfillment of all the terms and conditions by the Flat Allocated(s), as contained in the Agreement.

62. It is clearly agreed and understood by the Flat Allocated(s) that it shall not be obligatory on the part of the Developer to send demand notice/reminder regarding the Payment to be made by the Flat Allocated(s) or obligations to be performed by the Flat Allocated(s) under this agreement or any further document signed or to be signed by the Flat Allocated(s) with the Developer. The Flat Allocated(s) hereby also warrants to observe and perform all the terms and conditions of this agreement and to keep the Developer and its agents and representatives, visitors and clients indemnified and harmless against the said Payment and non-fulfillance and performance of the said terms and conditions and also against any loss or damage that the Developer suffer as a result of non-performance of the said terms and conditions by the Flat Allocated(s).

63. That in the event of Flat Allocated(s) fails to pay any instalment(s) and/or other charges with interest within 10 days in case of down payment plan (D.P) or within 15 days in case of Elico Payment plan / construction linked payment plan (C.L.P) from the due date the Developer shall have the right to cancel them from the allotment book with and the entire amount of earnest money deposited by the Flat Allocated(s) and upon such cancellation the Flat Allocated(s) shall be left with no right, title interest or claim, on the said Apartment whatsoever. Upon such cancellation/forfeiture of the allotment the Flat Allocated(s) in addition to the forfeiture of the earnest money shall also be liable to reimburse to the Developer the amount of mortgage/commission paid if any by the Developer towards the booking/ allotment of the said Apartment. The amount paid if any over the earnest money and the booking/commission recoverable shall be refunded by the Developer without interest after adjustment of interest accrued on the delayed Payment/s if any due from the Flat Allocated(s) subject to release of mortgage by the bank/financial institution of the Flat Allocated(s) if any and upon obtaining no objection certificate from the said bank/financial institution and upon cancellation of the Apartment to any other person/ party by the Developer. In the event of the allotment being terminated/cancelled by aforementioned the Developer shall suffice to allow the Apartment to new Flat Allocated(s) on the terms & conditions as deemed fit by the Developer.

63. That the Flat Allocated agrees not to do any act/dish or thing or damage, by construction and completion of the said Apartment/other complete in any manner whatsoever.
64. That the amount in making Payment by any of the Flat Allocated(s) in case of all manner in joint names and it will be treated as default by both/all the Flat Allocated(s) and they shall be jointly and severally liable and responsible for all the due expenses.
65. That in case of payment by Cheque / DD the date of clearance of the Cheque/DD shall be taken as the date of Payment. A Cheque which is dishonored for any reason whatsoever will call for an additional charge of Rs. 5,000/- The Flat Allocated(s) should note that acceptance of such Payment will attract charges of Rs. 5,000/- is a matter of sole discretion of the Developer without prejudice to any other rights of the Developer.
66. That if the Cheque submitted by the Flat Allocated(s) along with this agreement dishonored Developer will not be under any obligation to inform the Flat Allocated(s) about the dishonor of the Cheque or cancellation of the Agreement. The agreement shall be deemed to be cancelled. Thus, Flat Allocated(s) shall be responsible to verify the clearance of Cheque/DD from the banking account.
67. That the Developer proposes to develop a recreational club with a pool, gym and health club and Multi Purpose Hall in the complex subject to the permission/consent from the authority bodies for the purpose of social activities and the Flat Allocated(s) has agreed to avail Membership of this club. This club may be developed simultaneously or after development of the said Apartment. It is understood by the Flat Allocated(s) that the charges for Membership of the club would be separate and the Flat Allocated(s) has to supply for its Membership separately on the Payment of the applicable charges. The grant of Membership of the club is the sole discretion of the Developer. The Flat Allocated(s) has the ownership rights, maintenance and running of the club would be the exclusive right of Developer or its authority and the Developer or its Member would be solely entitled to run the same without any interference from the Flat Allocated(s) or resident without exception or anybody else. The club & multi-purpose Hall shall be owned, managed by the Developer or its authority & the Flat Allocated(s) or Resident Welfare Association or anybody else shall not interfere in the same. In all circumstances the ownership of the club & multi-purpose hall its equipment, building, furniture etc. and right on the land underneath shall continue to rest in the Developer irrespective of the fact that its management is the club & multi-purpose Hall as per the Developer rules and regulations and on Payment of such charges as may be fixed by the Developer from time to time as per grant of membership by the Developer. The Developer in its discretion may grant the membership of the club to anyone other than Flat Allocated(s) and whatever shall belong to the Developer absolutely and the Flat Allocated(s) or Resident Welfare Association or anybody else shall not interfere in availing the same by the developer for self or commercial purpose.

- xx. That it is specifically made clear to the Flat Allottee(s) that all default breaches and/or non-compliance of any of the terms and conditions by the Developer shall be deemed to be events of default liable for consequences including cancellation/termination of the allotment and forfeiture of earnest money etc. with a view to protect the Flat Allottee(s); some of the indicative events of default are mentioned below which are merely illustrative and not exhaustive:-
- a) Failure to make Payments within the time as stipulated in the schedule of Payments/Payment plan and failure to pay stamp duty, legal charges, registration and any incidental charges any increases in security deposited (including but not limited to maintenance security deposit, any other charges, deposits, fee, taxes, etc. as may be notified by the Developer to the Flat Allottee(s)) and all other defaults of similar nature.
 - b) Failure to perform or fails to observe any of the Flat Allottee(s) obligations as contained in this agreement or if the Flat Allottee(s) fails to execute any other document/undertaking/indemnities etc. as may be demanded or called for or failure to perform any other obligation in relation to the said allotment.
 - c) Failure to take over the said Apartment for occupation and use within the time stipulated by the Developer in its notice.
 - d) Failure to pay on or before its due date the maintenance charges, maintenance security deposit or any increases in respect thereof as demanded by the Developer, its nominee or its nominated maintenance agency or associations of Apartment owners.
 - e) Failure to execute maintenance Agreement with Developer or its nominated maintenance agency.
 - f) Failure to execute conveyance deed within the time stipulated by the Developer in its notice.
 - g) Assignment of Apartment allotted or any interest of the Flat Allottee(s) without prior written consent of the Developer.
 - h) Eviction of any Tenant(s) given by the Flat Allottee(s) for any reason whatsoever.
 - i) Sale/transferring/lease of the parking space by the Flat Allottee(s); in any manner except with the said Apartment.
 - j) Any other acts, deeds or things which the Flat Allottee(s) may commit, omit or fail to perform to some or all/more Developer's standard Agreements; any other undertaking, affidavit, Agreement, indemnity etc. or as demand by the Developer which in the opinion of the Developer amounts to an event of default and the Flat Allottee(s) agrees and confirms that the decision of the Developer in this regard shall be conclusive, final and binding on the Flat Allottee(s).
- xxi. That it being expressly agreed that in the event of any delay in completion the Apartments allotted to the Flat Allottee(s) due to reasons beyond the control of the Developer the Flat Allottee(s) shall not be entitled to and agree not to claim any statement or compensation and/or withhold any Payment. It is being further expressly agreed, that the said Apartment shall be deemed to have been completed if made fit for habitation and certified to be so by the architect/Developer, engineer for the time being of the tower, irrespective of the fact that the other Apartments in the Tower/complex have been completed or not.
- xxii. That the Flat Allottee(s) agrees that it will make its own arrangement inside the Apartment for its servants as they are not allowed to sleep in the common area, basements etc. within the complex.

71. That the Flat Allocated(s) agrees that the Developer shall have the right to join an actioned party in any action(s) filed before any appropriate court by the Flat Allocated(s) if the Developer's rights under the agreement are likely to be affected or prejudiced in any manner by the decision of the Court in such suit(s). The Flat Allocated(s) agrees to keep the Developer fully informed at all times in this regard.
72. That in case of Flat Allocated(s), his/her any commitment to pay any commission or brokerage to any person for services rendered by such person to the Flat Allocated(s) whether in us parole trust or otherwise of the agreement applied by the Flat Allocated(s) the Developer shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the consideration amount agreed to be payable to the Developer by the said agreement. Further the Flat Allocated(s) undertaken(s) to indemnify and hold the Developer free and harmless from and against any and all liabilities and expenses in this connection.
73. That the developer shall furnish an account of payment to the owners in accordance with the appropriate stage.
74. That, if any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provision shall be deleted or have been amended or deleted in as far as it is not reasonably be necessary to the purpose of this Agreement and to the extent necessary to overcome an applicable law and the remaining provisions of Agreement shall remain valid and enforceable in accordance with other terms, under no circumstance it shall render this Agreement void. Further, in case of any vagueness or difference in the terms and conditions of any particular clause of this Agreement, the terms and conditions in the Agreement shall prevail and be binding on both the parties.
- That the Flat Allocated (s) will get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by Registered A/R letter about all subsequent changes, if any, in his address. The address given in the application form for allotment of the unit shall be deemed to be the registered address of the Flat Allocated(s) until the same is changed in the manner aforesaid.
 - That in case of Joint Flat Allocated(s), all communications shall be sent by the Developer to the Flat Allocated(s) whose name appears first and the address given by him and this shall for all purpose be considered as served on all the Flat Allocated(s) and no separate communication shall be necessary to the other named Flat Allocated(s).
 - That all letters, receipts, written notices issued by the Developer or its agents, are despatched Under Certificate of Posting/ Registered A/R/Special A/c/ Courier Service to the last known address of the Flat Allocated(s) shall be sufficient proof of receipt of the same by the Flat Allocated(s) and which shall fully and effectively discharge the Developers notice.
75. That for all intents and purposes singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been read and read orally whenever Flat Allocated (s) is in joint with Developer, ultimate or any other body corporate or organization or in association.

16. That, if at any stage this document requires to be registered under any law or statute, the Rec. Addressee binds himself and agrees to have the same registered through the Developer in his favour at his cost and expenses and keep the Developer fully shielded and indemnified in this connection.

17. That all or any dispute arising out of or touching upon or in relation to this document or the Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be decided and finally amicably discussed before which the same shall be settled through initiation of a mutually agreed Arbitrator and shall be governed by the Arbitration & Conciliation Act, 1996 and/or statutory administrative modifications thereto for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi/NCR. Both shall have the exclusive jurisdiction in all the matters arising out of / or touching upon and / or relating, upon and / or in connection with this Agreement.

IN WITNESSES WHEREOF the parties hereto have set their hands and have signed this Agreement at the place and on the day, month and year first written above, and in the presence of the following witnesses:

WITNESSES:

1. Name *(Signature)*
Address :
.....

2. Name *(Signature)*
Address :
.....

1. FLAT ALLOTTEE (A)

Name
Address :
.....

2. FLAT ALLOTTEE (B)

Name
Address :
.....

SIGNED, EXECUTED & DELIVERED BY:
For ADHS GOLF TOWNS DEVELOPERS PVT. LTD.

(Authorized Signatory)

ANNEXURE-A
DETAILS OF THE RESIDENTIAL FLAT

All the Residential Flat bearing No. _____, in _____ area or _____ Block or Flat No. in "AIMS GOLF GATE" at Plot No. 1044, Sector 104,
Noida, having super area of approx. _____ sq ft.

PAYMENT DETAILS OF THE RESIDENTIAL FLAT

(i) Basic Sale Price (BSP) @ Rs. _____ (Rupees) _____ Only per sq ft
(ii) Total Basic Price Rs. _____ (Rupees) _____ Only

(Club Membership & Security Deposit), GICharges, Power Backup Charges, Common Area Maintenance, Security Guard, External Electricity charges, Flat Fencing Expenses, Charges, External Development, Charges, Lease Rent, P.L.C., Car Parking Service Tax and Other Government charges as applicable (if any) are payable separately.

*Stamp Duty Registration Charge, to be paid at the time of registration as per Govt. Rule.
Service tax will be paid by the Flat Alessee(s) as per actual.

1. Flat Alessee(s)

Bar AIMS GOLF TOWN DEVELOPERS PVT. LTD.

2. Flat Alessee(s)

(Authorised Signatory)

ANNEXURE C&D
Specification Fixing & Fixture : As Per Company Norms

	Description	Specification	Make/ Brand
1	Living - Dining Room	Floor	Designer Vitrified / Ceramics tiles Jet, Regent, Duranto, Verma or Equivalent
	External Door & Windows	Aluminum Powder Coating	IS Marked
	Fixtures & Fittings	Modular Switches	Crelite, Siemens, Anecon or Equivalent
	Walls	Combination of texture and rich OBB	Away Berger / Equivalent
	Internal Doors	Flush Door	Optima, Coral or equivalent
	Ceiling	Designer PDC	
2	Main Doors	Teak Finish Flush Door	
	Master Bedroom	Floor	Laminated wooden flooring as in living area
	External Door & Windows	Aluminum Powder Coating	As in living area

		Fixtures & Fittings	Modular Switches	As in living area
		Walls	O&O Paint	As in living area
		Internal Doors	Flush Door	As in living area
		Ceiling	POP	Green Laminate Board or Equivalent Standard quality BOARD
3	Bedroom	Woodwork	Cupboard	Green Laminate Board or Equivalent Standard quality BOARD
		Floor	Designer Vitrified / Ceramic Tiles(2' X 2')	As in living area
		External Door & Windows	Aluminum Powder Coating	As in living area
		Fixtures & Fittings	Modular Switches	As in living area
		Walls	O&O	As in living area
4	Toilet of Master Bedroom	Internal Doors	Flush Door	As in living area
		Ceiling	POP	As in living area
		Woodwork	Cupboard	Green Laminate Board or Equivalent Standard quality BOARD
		Floor	Anti-Skid Tiles(1' X 1')	Johnson, Orient Kajaria or Equivalent
		External Door & Windows	Aluminum Powder Coating	As in living area
5	Toilet (Other Bedroom)	Fixtures & Fittings	Modular Switches Granite Counter & Chikaware	As in living area
		Walls	Designer Ceramic Tiles and Border up to roof	Johnson, Orient Kajaria or Equivalent
		Internal Doors	Flush Door	As in living area
		Ceiling	Designer Ceramic Tiles upto false ceiling	
		Floor	Anti-Skid Tiles(1' X 1')	As in Master Bed Room
		External Door & Windows	Aluminum Powder Coating	As in Master Bed Room

		Fixture & Fittings	Modular Switches Granite Counter & Chinaware	As in Master Bed Room
		Walls	Ceramic Tiles and Border	As in Master Bed Room
		Internal Doors	Flush Door	As in Master Bed Room
		Ceiling	Gypsum	
6	Kitchen	Floor	Anti-Skid Tiles	Johnson, Orient Kajaria or Equivalent
		External Door & Windows	Aluminum Powder Coating	As in Living area
		Fixture & Fittings	H/C System In Kitchen Modular Switches, Modular woodwork with Cupboards (Below the counter) Counter in Granite stone	N/A
		Walls	Designer Ceramic Tiles upto false ceiling	
		Internal Doors	Rush Door	As in Living area
		Ceiling	Gypsum	
7	Balconies	Utility	Double sink with drain Board	IS Standard
		Floor	Anti Skid with Grating	ISI Standard
		Fixture & Fittings	Modular Switches one water outlet in Utility Balcony	As in living area
		Walls	OBD	ISI Standard
8	Life Lobbies / Corridor	Ceiling	Designer POP with Cornices	
		Floor	Marble Stone	N/A
		Walls	OBD, stone cladding at 1.5' height	N/A
		Ceiling	N/A	N/A
9	Main Entrance Lobby	Floor	N/A	N/A
		Walls	OBD	N/A
		Ceiling	N/A	N/A
		Internal Doors	N/A	ISI Standard

ANNEXURE – E

OUTGOINGS:

- Stamp Duty
- Registration Charges
- Electric Meter
- Other Government Charges as Applicable (if any) payable separately.
- Service Tax as Applicable.

ANNEXURE - F

M/S Aims Golf Town Developers Pvt. Ltd. having project called "AIMS GREEN AVENUE", situated at Plot No. GH-04, Sector-4, Greater Noida, Uttar Pradesh do hereby undertake on behalf of company that above said property is free from all sorts of encumbrances like loan, disputes and litigations.

We further undertake that we have no project loan till date.

For M/S Aims Golf Town Developers Private Limited,

(Authorized Signatory)

Date : ----/-----/-----

Aims

Our Other Projects...



Aims Business Park, Sector 10, Noida



Aims Business Park, Sector 10, Noida



Aims Business Park, Sector 10, Noida



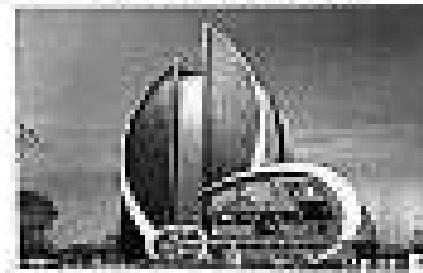
Aims Business Park, Sector 10, Noida



Aims Business Park, London E.C.



Aims Business Park, Sector 10, Noida



The Tammanee Residences, Phuket



Aims Business Park, London E.C.



Aims Business Park, London E.C.



Aims Business Park, London E.C.



Aims Business Park, London E.C.

**GOLF
TOWN**

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