

AGREEMENT

|| सुखद ||
Vrindavan
Luxurious Naturally



BUILDER BUYERS'S AGREEMENT

BETWEEN

SUKHADA LIFE SPACES

AND

NAME

.....

.....

.....

ADDRESS

.....

.....

.....

For Sukhada Vrindavan

(Authorised Signatory)

Signed and Accepted

(Intending Allottee)

SUKHADA VRINDAVAN
GH-1, SECTOR-11, VRINDAVAN COLONY
RAEBAREILLY ROAD, LUCKNOW.

This AGREEMENT is made at Lucknow on this _____ day of _____ 201_____

BETWEEN

SUKHADA LIFE SPACES, a Firm duly registered under the Indian Partnership Act 1932 S.No. 9 having its Registered Office at 002, Gauri Apartment, Meerabai Marg Lucknow-226001 (India) (hereafter referred to as **"DEVELOPER"** which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **FIRST PART**.

AND

(FOR INDIVIDUALS)

1. Sole / First Applicant:
Shri / Smt./ Ms _____ Son / Wife / Daughter of Shri _____
Resident of _____
2. Co-applicant-I (To be filled up in case of Joint purchasers)
Shri / Smt./ Ms _____ Son / Wife / Daughter of Shri _____
Resident of _____
3. Co-applicant-II (To be filled up in case of Joint purchasers)
Shri / Smt./ Ms _____ Son / Wife / Daughter of Shri _____
Resident of _____

(hereinafter singly / jointly, as the Case may be, referred to as **"THE INTENDING ALLOTTEE(S)"** which expression shall unless repugnant to the context or meaning thereof be deemed to include his / her heirs, executors, administrators, legal representatives, successors and assign of the **SECOND PART**.

OR

M/s _____, a partnership firm duly registered under the Indian Partnership Act, 1932 having its office at _____ (hereinafter referred to as **" THE INTENDING ALLOTTEE(S)" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm (copy of Partnership Deed and Authorisation letter is required) and their respective heirs, legal representatives, administrators, executors, successors and assigns) acting through its partner Mr. /Mrs. M/s. _____ of the **SECOND PARTY**.

For Sukhada Vrindavan

(Authorised Signatory)

Signed and Accepted

(Intending Allottee)

OR

M/s _____ a Company registered under the Companies Act, 1956, having its registered office at _____ (hereinafter referred to as "THE INTENDING ALLOTTEE(S)" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the **SECOND PART (copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required) acting through its duly authorized signatory Shr/Smt. _____ vide Board resolution dated _____

**(Delete whichever is not applicable)

I. **AND WHEREAS** the Developer is competent to enter into this Agreement.

INTENDING ALLOTTEE(S)'s REPRESENTATIONS :-

A. **AND WHEREAS** the Intending Allottee(s) has applied to the Developer vide application dated _____ agreeing to the terms and conditions as set out in the application for the provisional allotment of Apartment in the Residential project known as "SUKHADA VRINDAVAN" (herein after referred to as said "Project") proposed to be developed at GH-1, Sec-11, Vrindavan Colony, Rai Bareilly Road, Lucknow (herein after referred to as the said "Land").

B. **AND WHEREAS** the Intending Allottee(s) has demanded from the Developer and the Developer has allowed the Intending Allottee(s) inspection of Said Portion of land, tentative building plans, ownership record of the said Portion of Land and all other documents relating to the title, competency and all other relevant details and the Intending Allottee(s) has confirmed that he/she is fully satisfied in all respects with regard to the right, title and interest of the Developer in the said Portion of land on which the said project is being constructed and has understood all limitations and obligations of the Developer in respect thereof. The Intending Allottee(s) agreed that there shall be no further investigations or objections by him/her in this regard and further that he/she is fully satisfied of the competency of the Developer to enter into this Agreement.

AND WHEREAS the Intending Allottee(s) acknowledges that the Developer has readily provided all information, clarifications as required by him/her but that he/she has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Developer, its selling agents/ brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Building or the Apartment or the size or dimensions of the Apartment or the rooms therein or any other physical characteristics thereof, the services to be provided to the Intending Allottee(s), the estimated facilities / amenities to be made available to the Intending allottee(s) or any other data except as specifically represented in this Agreement and Application and that the Intending Allottee(s) has relied solely on his / her own judgement and investigation in deciding to enter into this Agreement and to purchase the said Apartment. No oral or written representations or statements shall be considered to be part of this Agreement and that this Agreement is self contained and complete in itself in all respects.

C. **AND WHEREAS** the Allottee(s) has gone through all the terms and conditions set out in this Agreement, Understood the mutual rights and obligations and agree that some of the conditions set out in this Agreement, are necessary for the purpose of maintaining the quality, prestige and exclusivity of the Said Project and it provide the occupants with a sense of pride and identity for their residence and it is because of this reason that the Allottee(s) is investing in the Said Project. The Allottee(s) has assured the Developer that in his judgment the such exclusivity would enhance goodwill and prestige of the

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Allottee(s) residence and as such, the Allottee(s) is/ are fully satisfied with the purpose/objective of incorporating these conditions. The Allottee(s) also confirm that the Allottee(s) have chosen to invest in the Said project after exploring all other options of similar properties available with other builders, developers and available in resale in the vast and competitive market of Lucknow and the Allottee(s) find that Apartment in the Said Project is suitable for the Allottee(s)'s residence, and therefore, have voluntarily approached the Developer for allotment of the Said Apartment in the Said Project.

D. **AND WHEREAS** the Intending Allottee(s) has confirmed to the Developer that he/she is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said area in general and the said project in particular and the terms and conditions contained in this Agreement and that he/she has understood his/her rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

E. **AND WHEREAS** the Developer relying on the confirmations, representations and assurances of the Intending Allottee(s) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his/her application to allot a residential Apartment and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

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

Definitions

In this Agreement, unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein when used in this Agreement. When not capitalized, such words shall be attributed their ordinary meaning.

"Agreement" mean this Builder Buyers' Agreement, including all annexures, recitals, schedules and terms and conditions for the allotment of the Said Apartment and/or the Parking Space(s) in the Said Complex, executed by the Allottee(s) and Developer.

"Allottee" means the person who is entering into this Agreement with the Developer for the Said Apartment Allotted to the Allottee(s) and who has signed and executed the Agreement.

"Common Areas and Facilities" means such common areas and facilities within the Said Project earmarked for common use of all the Allottee(s).

"Conveyance Deed" Means the deed of conveyance which shall convey title of the Said Apartment in favour of the Allottee(s) in accordance with this Agreement.

"Foot Print" shall mean the precise land underneath the said Building.

"Force Majeure" means any event or combination of events or circumstances beyond the control of the Developer which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform obligations under this Agreement, which shall include but not be limited to :

- (a) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, industrial dispute ;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever,

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- (e) war and hostilities or war, riots, bandh, act of terrorism or civil commotion ;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement;
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if any Governmental Authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Project or if any matters, issue relating to such approvals, permissions, notices, notifications by the Governmental Authority(ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever;
- (h) any event or circumstances analogous to the foregoing.

"Governmental Authority" or "Governmental Authorities" shall mean any government authority, statutory authority, competent authority, government department, agency, commission, board, tribunal or court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, and any other municipal / local authority having jurisdiction over the land on which the Said Project is situated;

"Maintenance Agency" means the Company, its nominee(s) or association of apartment Allottee's or such other agency / body / Company / association of condominium to whom the Developer may handover the maintenance and who shall be responsible for carrying out the maintenance of the Said Project

"Maintenance Charges" shall mean the charges payable by the Allottee(s) to the Maintenance Agency for the maintenance services of the Said Project, including common areas and facilities but does not include; (a) the charges for actual consumption of utilities in the Said Apartment including but not limited to electricity, water, which shall be charged based on actual consumption on monthly basis and (b) any statutory payments, taxes, with regard to the Said Apartment / Said Project. The details of Maintenance Charges shall be more elaborately described in the Maintenance Agreement.

"Non Refundable Amount" means the interest paid or payable on delayed payments, brokerage paid / payable by the Developer, if any, etc.

"Said Project" means the apartment allotted to be Allottee(s) and / or an exclusive use of Parking Space(s)

"Said Apartment" means the SUKHADA VRINDAVAN, GH-1, Sec-11, Vrindavan Yojna, Raebareilly Road, Lucknow.

"Price" means any and all kind of the amount amongst others, payable for the Said Apartment which includes basic sale price, for exclusive right to use of Parking Space(s) Power Backup (3 KVA for 2B(R) & 5KVA for 3B(R) club facilities, Fire & external development but does not include other amounts, charges, security amount etc., which are payable. Including but not limited to :-

- i) IFMD
- ii) Maintenance charges, property tax, municipal tax on the Said Apartment.
- iii) Stamp duty, registration and incidental charges as well as expenses for execution of the Agreement and conveyance deed etc.
- iv) Service Tax
- v) The cost for electric and water meter as well as charges for water and electricity connection and consumption.
- vi) Cost of additional parking space(s), if any, allotted to the Allottee(s)
- ix) Any other charges that may be payable by the Allottee(s) as per the other terms of the

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Agreement and such other charges as may be demanded by the Developer, which amounts shall be payable by the Allottee(s) in addition to the Price in accordance with the terms and conditions of the Agreement and as per the demand raised by the Company from time to time.

"Tripartite Maintenance Agreement" means the tripartite maintenance agreement executed by the Allottee(s) Company and the Maintenance Agency.

Interpretation

Unless the context otherwise requires in this Agreement:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted.
- c. reference to the words "include" or including" shall be construed without limitation:
- d. reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novitiate.

The Allottee(s) agrees that wherever in this Agreement, it is explicitly mentioned that the Allottee(s) has understood or acknowledged obligations of the Allottee(s) or the rights of the Developer, the Allottee(s) has given consent to the action of the Developer or the Allottee(s) has acknowledged that the Allottee(s) has no right of whatsoever nature, the Allottee(s) in furtherance of the same, shall do all such acts, deeds or things, as the Developer may deem necessary and / or execute such documents/deeds in favour of the Developer at the first request without any protest or demur.

1. Price payable for said Apartment and details of items included in the price and items not included in the price.

- 1.1.a In accordance with and subject to the terms and conditions set out in this Agreement, mutually agreed to by and between the parties, the Developer hereby agrees to sell and the Intending Allottee(s) hereby agrees to purchase the Apartment detailed below having a super area of approximately _____ sq. Meters (_____ sq. ft) along with undivided proportionate share in the land though not included in the computation of super area only underneath the said Building in which the said Apartment is located calculated in the ratio which the super area of the said apartment bears to the total super area of all the Apartments in the said Building; and exclusive use of the reserved covered parking space.

Apartment No. _____ Tower No. _____
Super Area _____ Sqmts. (_____ sq ft approx) Parking _____

- 1.1.b. The intending Allottee(s) agrees that he/she shall pay the price of the said unit i.e. Rs. _____ Rupees _____ and other charges, in time and in terms of 'Schedule of payment' enclosed as Appendix-D with this Builder Buyer's Agreement.
- 1.2 It is made clear by the Developer and the Intending Allottee(s) agrees that the sale price of the said Apartment shall be calculated on the basis of its super area which includes the covered area of the said Apartment, the area under the periphery walls, columns, balconies proportionate area under the common walls and prorate share of common areas in the entire said building, common area shall mean all such parts / areas in the building includes common service area in basement, entrance lobby.

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community hall, Driver's / common toilet at G.F., Lift Lobbies, light shafts, electrical/ fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircase, munties service area including but not limited to lift machine room, overhead water tank, maintenance office/stores, security of fire control room, the club, and architectural features, if provided.

- 1.3 The super area stated in this Agreement is tentative and is subject to change till the construction of the said Building is complete. The final super area of the said Apartment shall be confirmed by the developer only after the construction of the said Building is complete. The total price payable for the said Apartment shall be recalculated up after confirmation by the developer of their area of the said Apartment and any increase or reduction in the super area of the said Apartment shall be payable or refundable, as the case may be, without any interest, at the same rate per square Meter as agreed for basic sale price. If there shall be increase in super area, the intending Allottee(s) agrees and undertakes to pay for the increase in super area immediately on demand by the Developer as and when such demand is intimated to the Intending Allottee(s) by the Developer and if there shall be a reduction in the super area, then the refundable amount due to the Intending Allottee(s) shall be adjusted by the Developer from the final installment as set forth in the schedule of payments.
- 1.4 (i) The Intending Allottee(s) shall have ownership of the said apartment consisting of the apartment area only. The apartment area is included in the computation of super area.
- 1.4 (ii) The Intending Allottee(s) shall also have undivided proportionate share in the area utilized for common use, services and facilities. Further it is clearly understood and agreed by the Intending Allottee(s) that the inclusion of above area for calculating super area does not give any right, title or interest in common areas to intending Allottee(s) except the right to use common areas by sharing with other occupant(s) / Allottees in the said building subject to timely payment of maintenance charges.
- 1.4 (iii) Upon execution on the indenture of conveyance after completion of the construction, the intending allottee shall acquire the said premises along with the undivided, indivisible and impartible proportionate interest in the land underneath the building on which the said unit is located to the ratio of super area of the said premises to the aggregate super area of all the residential units in the building in which the said unit is located. (hereinafter referred to as "The Proportion") The interest in land shall not be alienable/ transferable separately and shall always remain attached to the said premises and be a part of said premises.
- 1.5 The Intending Allottee(s) agrees that reserved covered parking space allotted to him/her for exclusive use shall be understood to be together with the Apartment and the same shall not have independent legal entity detached from the said Apartment. The Intending allottee(s) undertakes not to sell / transfer / deal with the reserved covered parking space independent of the said Apartment. The Intending Allottee(s) undertakes to park his / her vehicle in the parking space allotted to him / her and not anywhere else in the said Complex. It is specifically made clear and the Intending Allottee(s) agrees that the service areas in the basement, if provided, anywhere in the said Complex shall be kept reserved for services, use by maintenance staff etc. and shall not be used by the intending Allottee(s) for parking his/her vehicle. The Intending Allottee(s) agrees and confirms that the reserved parking space allotted to him / her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, re-possession etc. of the said Apartment under any of the provisions of this Agreement. All clauses of the Agreement pertaining to use, possession, cancellation etc. shall apply mutatis mutandis to the said parking spaces wherever applicable.
- 1.6 The total price of the said Apartment mentioned in the schedule of payments enclosed with this Agreement is inclusive of the cost of providing electric wiring and switches in each apartment. Fire

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fighting equipment in the common areas within the said Project will be installed as prescribed in the fire fighting code / regulations under National Building Code, amendment No. 3 of January, 1997. Power back-up will be provided from standby generators not exceeding 5 KVA load per apartment (3 KVA for 2 BR Apartment and 5 KVA for 3BR Apartment as the case may be, shall be mandatory) and shall be in addition to normal power backup for the common areas and common services within the said Building. Availment of power back-up facility shall be mandatory for all Apartment Allottees and shall be subject to timely payment of maintenance charges. The total price of the said Apartment does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be got installed by the Intending Allottee(s) at his/her own cost. If due to any subsequent legislation / Govt. order, directives, guidelines or change / amendment in Fire Code including the National Building Code or if deemed necessary by the Developer or any of its nominees at its sole discretion, additional fire safety measures are undertaken then the Intending Allottee(s) undertakes to pay within thirty (30) days from the date of written demand by the Developer the additional expenditure incurred thereon along with other Intending Allottee(s) in proportion to the super area of his/her Apartment to the total super area of all the Apartments in the said Project as determined by the Developer.

2. PAYMENT FOR TAXES, WEALTH - TAX, CESSSES BY INTENDING ALLOTTEE(S)

That the Intending Allottee(s) agrees to pay directly or if paid by the Developer then reimburse to the Developer on demand. Govt. rates, property taxes, Wealth Tax, taxes, fees or levies of all and any kind by whatever name called, whether levied or leviable now or in future on the said Project and/or building(s) constructed on the said Portion of Land or the said Apartment, as the case may be, as assessable/applicable from the date of application of the Intending Allottee(s) and the same shall be borne and paid by the Intending Allottee(s) in proportion to the Super Area of the said Apartment to the super area of all the Apartments in the said Project as determined by the Developer. Further the Intending Allottee(s) shall be liable to pay from the date of his/her application house-tax, property-tax, fire fighting tax or any other Fee or Cess as and when levied by a Local Body or Authority and so long as the said Apartment of the Intending Allottee(s) is not separately assessed to such Taxes, Fee or Cess, the same shall be paid by the Intending Allottee(s) in Proportion to the super area of the said Apartment to the total super area of all the Apartments in the said Project as determined by the Developer. These taxes, fees, cesses etc. shall be paid by the Intending Allottee(s) irrespective of the fact whether the maintenance is carried out by the Developer or its Nominee or any other Body or Association of all or some of the Apartment owners.

3. AMOUNT PAID BY INTENDING ALLOTTEE(S) TILL THE TIME OF SIGNING OR THIS AGREEMENT

That the Intending Allottee(s) has already paid a Sum of Rs. _____
(Rupees _____ Only)

being part payment towards the cost of the said Apartment till the time of signing of this agreement and thereafter the receipt of which the Developer doth hereby acknowledge and the Intending Allottee(s) shall and doth hereby agree to pay the remaining price of the Apartment as prescribed in Schedule of Payments along with all other charges, securities etc. as may be demanded by the Developer within the time and in the manner specified therein.

4. EARNEST MONEY

The Intending Allottee(s) has entered into this Agreement on the condition that out of the amount(s) paid/ payable by him / her for the said Apartment, and the reserved parking space allotted to him / her, the Developer shall treat 15% (Fifteen Percent) of the Sale Price as earnest money to ensure fulfillment, by the Intending Allottee(s), of the terms and conditions as contained in the application and this Agreement.

For Sukhada Vrindavan

Signed and Accepted

(Authorised Signatory)

(Intending Allottee)

The Intending Allottee(s) hereby authorizes the Developer to forfeit out of the amounts paid / payable by him / her, the earnest money as aforementioned together with any interest paid, due or payable, any other amount of a non-refundable nature including brokerage paid by the Developer to the brokers in case of booking is done through a broker in the event of the failure of the Intending Allottee(s) to perform his / her obligations or fulfill all the terms and conditions set out in the application and/ or this Agreement executed by the Intending Allottee(s) including but not limited to the occurrence of any event of default as described in Clause 12 of this Agreement or in the event of failure of the Intending Allottee(s) to sign & return this Agreement in its original (30) days from the date of its dispatch by the Developer.

5. MODE OF PAYMENT

That the Intending Allottee(s) shall make all payments in time in terms of Schedule of Payment attached with this Agreement and as may be demanded by the Developer from time to time and without any reminders from the Developer through A/c Payee Cheque(s) / Demand Draft(s) in favour of M/s SUKHADALIFE SPACES, LUCKNOW.

6. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Intending Allottee(s), if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Regulation Act, 1973, Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof 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 permissions, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Intending Allottee(s) understands 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 / she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Developer accepts no responsibility in this regard. The Intending Allottee(s) shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Intending Allottee(s) subsequent to the signing of this Agreement it shall be the sole responsibility of the Intending Allottee(s) to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment/ remittances on behalf of any Intending Allottee(s) and such third party shall not have any right in the application/ allotment of the said Apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Intending Allottee(s) only.

7. ADJUSTMENT / APPROPRIATION OF PAYMENTS

The Intending Allottee(s) authorizes the Developer to adjust / appropriate all payments made by him / her under any head(s) of dues against outstanding, if any, in his / her name as the Developer may in its sole discretion deem fit and the Intending Allottee(s) undertakes not to object / demand / direct the Developer to adjust his payments in any manner otherwise than as decided by the Developer in its sole discretion.

8. TIME IS THE ESSENCE

Time is the essence with respect to the Intending Allottee(s) obligations to pay the price of the said Apartment in accordance with the Schedule of Payments along with stamp duty, registration fee, any other charges, stipulated under this Agreement to be paid on or before due date or as and when demanded by the developer as the case may be and also to perform or observe all the other obligation of the Intending Allottee(s) under this Agreement. It is clearly agreed and understood by the Intending

For Sukhada Vrindavan

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(Intending Allottee)

Allottee(s) that it shall not be obligatory on the part of the Developer to send demand notices / reminders regarding the payments to be made by the Intending Allottee(s) as per Schedule of Payments or obligations to be performed by Intending Allottee(s). However in case of any default / delay in the payments by the Intending Allottee(s), the Developer may, at its sole option and discretion, without prejudice to its rights as set out in Clauses 4 and 12 of this Agreement, waive the breach by the Intending Allottee(s) in not making payments as per the Schedule of Payment but on the condition that the Intending Allottee(s) shall pay to the Developer interest which shall be charged @ 18% per annum on the delayed payment for the period of delay. It is made clear and so agreed by the Intending Allottee(s) that exercise of discretion by the Developer in the case of one Intending Allottee(s) shall not be construed to be a precedent and / or binding on the Developer to exercise such discretion in the case of other Intending Allottee(s).

9. CONSTRUCTION OF THE SAID PROJECT / SAID APARTMENT

The Intending Allottee(s) has seen and accepted the Schedule of Payment, tentative typical Apartment plans / tentative typical floor plan / tentative layout plan(s) / tentative specifications which are subject to change at the sole option and discretion of the Developer and the Intending Allottee(s) has accepted and consented to this condition. The construction of the said Apartment including the materials, equipments, plants and fixtures to be installed therein shall substantially be in accordance with the specifications as given in **Annexure-C** subject to the right of the Developer to amend the specifications in order to substitute materials, plants and equipment or fixtures of similar quality or subject to any direction from competent authority or due to force majeure conditions or reasons beyond control, of the Developer and the Intending Allottee(s) hereby agrees to this condition. The Intending Allottee(s) has further authorized the Developer to carry out, on his / her behalf, such additions, alterations, deletions and modifications in the building plans, floor plans, Apartment plans, change in specifications etc. including the number of Apartments / floors as the Developer may consider necessary or as directed by any competent authority in case of any review of the sanctioned plans due to increase in FAR etc. .

10.1 SCHEDULE FOR POSSESSION OF THE SAID APARTMENT

The Developer based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Project/said Apartment within a period of months from the date of execution of this Agreement unless there shall be delay or there shall be failure due to reasons mentioned in Clauses 11.1, 11.2, 11.3 and Clause 38 or due to failure of Intending Allottee(s) to pay in time the price of the said Apartment along with other charges and dues in accordance with the schedule or payments or as per the demands raised by the Developer from time to time or any failure on the part of the Intending Allottee(s) to abide by all or any of the terms or conditions of this Agreement.

10.2 PROCEDURE FOR TAKING POSSESSION

The Developer shall offer in writing to the Intending Allottee(s) to take over, occupy and use the said Apartment in terms of this Agreement. Within thirty (30) days from the date of issue of such notice the Developer shall hand over the said Apartment to the Intending Allottee(s) for his/ her occupation and use subject to the Intending Allottee(s) having complied with all the terms and conditions of this Agreement and is not in default under any of the provisions of this Agreement and has complied with all provisions, formalities, documentation etc., as may be prescribed by the Developer in this regard.

10.3 FAILURE OF INTENDING ALLOTTEE(S) TO TAKE POSSESSION

Upon receiving a written intimation from the Developer in terms of Clause 10.2 above, the Intending Allottee(s) shall within the time stipulated by the Developer in the notice, take over the said Apartment from the Developer by executing necessary indemnities, Undertakings, Maintenance Agreement and such other documentation as the Developer may prescribe and the Developer shall after satisfactory execution of such documents and payment by Intending Allottee(s) of all the dues under this Agreement

For Sukhada Vrindavan

(Authorised Signatory)

Signed and Accepted

(Intending Allottee)

permit the Intending Allottee(s) to occupy and use the said Apartment. If the Intending Allottee(s) fails to take over the Apartment as aforesaid within the time limit prescribed by the Developer in its notice, then the said Apartment shall lie at the risk and cost of the Intending Allottee(s) and the Developer shall have no liability or concern thereof. Further it is agreed by the Intending Allottee(s) that in the event of his / her failure to take over the said Apartment in the manner as aforesaid, then the Developer shall have the option to cancel this Agreement and avail the remedies as stipulated in Clause 12 of this Agreement or the Developer may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Intending Allottee(s) in taking over the said Apartment in the manner as stated in this clause on the condition that the Intending Allottee(s) shall pay to the Developer compensation @ Rs. 5/- (Rupees five Only) per sq. ft. equal to Rs. 53.8 Per Sq. Meter of the super area of the said Apartment per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Apartment till the entire compensation with applicable over due interest, if any, at the rates as prescribed in this agreement are fully paid. It is made clear and the Intending Allottees(s) agrees, that the compensation as stipulated in this clause shall be a distinct charge not related to (but in addition to) maintenance or any other charges as provided in this Agreement. Further the Intending Allottee(s) agrees that in the event of his / her failure to take over the said Apartment with the time stipulated by the Developer in its notice, he/she shall have no right or claim in respect of any item of work in the said Apartment which he / she may allege not to have been carried out or completed or in respect of any design specifications, building materials or any other reason whatsoever and that he / she shall be deemed to have been fully satisfied in all respect concerning construction and all other work relating to the said Apartment / Project.

11.1 DELAY DUE TO REASONS BEYOND THE CONTROL OF THE DEVELOPER

If, however, the completion of the said Project 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(ies) employed by the Developer, lock-out or civil commotion, by reason of war or enemy action or terrorist action or earthquake or any act of God or if non-delivery for 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 for any other reasons beyond the control of the Developer then the Intending Allottee(s) agrees that Developer shall be entitled to the extension of time for delivery of possession of the said Apartment. The Developer as result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the Developer so warrant, the Developer may suspend the scheme for such period as it may consider expedient and the Intending Allottee(s) agrees not to claim compensation of any nature whatsoever (including the compensation stipulated in Clause 11.3 of this Agreement during the period of suspension of the Scheme. The Intending Allottee(s) confirms that he / she has authorized the Developer to treat this Builder Buyer's Agreement executed by him / her as cancelled in consequence of the Developer abandoning the project. The Intending Allottee(s) confirms that he / she has given irrevocable authority to the Developer that upon such cancellation / abandonment and subject to Intending Allottee(s) not being in default under this Agreement to refund by registered post, all amounts received from him / her and upon dispatch of such refund by registered post the Intending Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

11.2 FAILURE TO DELIVER POSSESSION DUE TO GOVERNMENT RULES, ORDERS, NOTIFICATIONS ETC.

That if as a result of any law that may be passed by any legislature or Rule, Regulation or Order Notification that may be made and / or issued by the Government or any other Authority including a Municipal Authority, the Developer is unable to complete the construction of the said Apartment / said

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Project, then the Developer may, if so advised, though not bound to do so, at its sole discretion, challenge the validity, applicability and / or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate Courts, Tribunal(s) and / or Authority. In such a situation, the money(ies) paid by the Intending Allottee(s) in pursuance of this Agreement, shall continue to remain with the Developer and the Intending Allottee(s) agrees not to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the Court(s) / Tribunal(s) / Authority(ies). However, the Intending Allottee(s) may, if he / she so desires, become a party along with the Developer in such litigation to protect Intending Allottee(s) rights arising under this Agreement. In the event of the Developer succeeding in its challenge to the impugned legislation or Rule, Regulation, Order or Notification as the case may be, it is hereby agreed that this Agreement shall stand revived and the Intending Allottee(s) shall be liable to fulfill all obligations as provided in this Agreement. It is further agreed that in the event of the aforesaid challenge of the Developer to the impugned Legislation / Order / Rule / Regulation / Notification not succeeding and the said legislation / order / rule / regulation becoming final, absolute and binding, the Developer will, subject to provisions of law / court order, refund to the Intending Allottee(s), the amounts attribute to the said Apartment (after deducting interest on delayed payments, and interest paid, due or payable, and amount of non-refundable nature which excludes earnest money) that have been received from the Intending Allottee(s) by the Developer without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Developer and the Intending Allottee(s) agrees to accept the Developer decision, in this regard to be final and binding. Save as otherwise provided herein, the Intending Allottee(s) shall not have any other right or claim of whatsoever nature against the Developer under or in relation of this Agreement.

11.3 FAILURE TO DELIVER POSSESSION

The intending Allottee(s) agrees that in consequence of the developer becoming unable to give possession withinmonths from the date of execution of this Agreement or such extended period as permitted under this 'Agreement he/they may ask the developer for termination of this Agreement whereupon the Developer liability shall be limited to the refund of the amounts paid by the intending Allottee(s) with simple interest @ 9% per annum for the period such amounts were lying with the Developer and to pay no other compensation whatsoever. However of the intending Allottee(s) and the Developer mutually decide not to terminate this agreement, in which event the Developer agrees to pay only to the original intending Allottee(s) and not to anyone else and only in case other than those provided in clause 11.1, 11.2, 11.3 and clause 38 and subject to the intending Allottee(s) not being in default under any term of this Agreement, compensation @ Rs. 5/- per sqft. equal to Rs. 53.8/- per Sq meter of the super area of the said apartment per month for the period of such delay beyond months or such extended periods as permitted under this Agreement. The adjustment of such compensation shall be done only at the time of settings the final accounts for handing over / conveyancing the said Apartment to the intending Allottee(s) first named in this agreement and not earlier.

12. EVENTS OF DEFAULTS AND CONSEQUENCES

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

I. Failure to make payments within the time as stipulated in the Schedule of Payments and failure to pay the stamp duty, legal, registration, any incidental charges, taxes etc. as may be notified by the Developer

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to the Intending Allottee(s) under the terms of this Agreement, and all other defaults of similar nature.

ii. Failure to perform and observe any or all of the Intending Allottee(s)' obligations including those, contained in [12(i)] above as set forth in this agreement or if the Intending Allottee(s) fails to execute any other deed / document / Undertakings / indemnities etc. or to perform any other obligation, if any, set forth in any other Agreement with the Developer in relation to the said Apartment.

iii. Failure to take over the said Apartment by the Intending Allottee(s) for occupation and use within the time stipulated by the Developer in its notice.

iv. Failure to execute the conveyance deed within the time stipulated by the Developer in its notice.

v. Assignment of this Agreement or any interest of the Intending Allottee(s) in this Agreement without prior written consent of the Developer.

vi. Dishonour of any Cheque(s) given by Intending Allottee(s) for any reason whatsoever.

vii. Sale / transfer / disposal of / dealing with, in any manner, the reserved parking space independent of the said Apartment.

viii. Any other acts, deeds or things which the Intending Allottee(s) may commit, omit or fail to perform in terms of this Agreement, any other undertaking, affidavit / agreement / indemnity etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Intending Allottee(s) agrees and confirms that the decision of the Developer in this regard shall be final and binding on the Intending Allottee(s).

Upon the occurrence of anyone or more of event(s) of default under this Agreement including but not limited to those specified above, the Developer may, at its sole discretion decide, by notice to the Intending Allottee(s), to cancel this Agreement. If the Developer elects to cancel this Agreement, the Intending Allottee(s) shall have thirty (30) days from the date of issue of notice of cancellation by the Developer to rectify the default as specified in that notice. The Intending Allottee(s) agrees that if the default is not rectified within such thirty (30) days, this Agreement shall be liable to be cancelled without any further notice and the Developer shall have the right to retain, as and for liquidated damages, the entire earnest money as specified in this Agreement along with the interest of delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature e.g. brokerage paid to the broker, if applicable, etc. The Intending Allottee(s) agrees that upon such cancellation of this Agreement, the Developer will be released and discharged of all liabilities and obligations under this Agreement and the Intending Allottee(s) hereby authorizes the Developer that the said Apartment and the car parking space may be sold to any other party by the Developer or dealt in any other manner as the Developer may in its sole discretion deem fit as if this Agreement had never been executed and without accounting to the Intending Allottee(s) for any of the proceeds of such sale. In the event of the Developer electing to cancel this Agreement, any amount which is found to be refundable to the Intending Allottee(s) over and above the amounts retained as and for liquidated damages such as the earnest money, interest of delayed payments, any interest paid, due or payable, any other amount of non-refundable nature, brokerage, if any, paid, etc. shall be refunded by the Developer only after realizing such refundable amount on further sale/resale to any other party and shall be refunded without any interest or compensation of whatsoever nature and upon such cancellation and refund by the Developer by registered post, the Intending Allottee(s) shall be left with no right, title, interest, claim or lien over the said Apartment and the car parking space in any manner whatsoever.

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13. CONVEYANCE OF THE SAID APARTMENT

The Developer shall prepare and execute along with the Intending Allottee(s) a conveyance deed to convey the title of the said Apartment in favour of Intending Allottee(s) but only after receiving full payment of the total price of the Apartment and other charges interest, penal interest etc. on delayed installments stamp duty, registration charges, incidental expenses for registration, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Developer from time to time prior to the execution of the Conveyance Deed. In case the Intending Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Developer shall be free to appropriate the part sale price paid by the Intending Allottee(s) towards the said charges and expenses and the Intending Allottee(s) shall forthwith deposit the shortfall in the sale price so caused together with interest for the period of delay in depositing the sale price so appropriated according to payment plan at the rate and in the manner mentioned in the Schedule of Payments. If the Intending Allottee(s) is in default of any of the payments as set forth in this Agreement then the Intending Allottee(s) authorizes the Developer to withhold registration of the Conveyance Deed in his / her favour till full and final settlement of all dues to the Developer is made by the Intending Allottee(s). The Intending Allottee(s) undertakes to execute Conveyance Deed within the time stipulated by the Developer in its written notice failing which the Intending Allottee(s) authorizes the Developer to cancel the allotment and terminate this Agreement in terms of Clause 12 of this Agreement and to forfeit out of the amounts paid by him/her the earnest money, delayed payment of interest, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount without any interest in the manner prescribed in Clause 12 Supra. The Intending Allottee(s) shall be solely responsible and liable for Compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority(ies)

14.1 MAINTENANCE OF THE PROJECT

In order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures the Developer shall, upon the completion of the said Project hand over the maintenance of the said Project to any association / body / condominium of apartment owners or to any other nominee / agency / Association of apartment owners or body (hereinafter referred to as "maintenance agency") as the Developer in its sole discretion may deem fit. The Intending Allottee(s) if so directed by the Developer in its sole discretion hereby agrees to execute Tripartite Maintenance Agreement with the Maintenance Agency as may be appointed / nominated by the Developer from time to time for the maintenance and upkeep of the said portion of land / the said project. The Intending Allottee(s) further undertakes to abide by the terms and conditions of the Tripartite Maintenance Agreement and to pay promptly all the demands, bills, charges as may be raised by the maintenance agency from time to time. The Developer reserves the right to change, modify, amend, impose additional conditions in the Tripartite Maintenance Agreement at the time of its final execution. The maintenance charges shall become applicable / payable from the date of handover possession to the Allottee(s) as specified in clause 10.2

14.2 RIGHT OF INTENDING ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Intending Allottee(s) hereby agrees to purchase the said Apartment on the specific understanding that his/her right to the use of common areas and facilities within the said Project and right to exclusive use of covered parking spaces shall be subject to timely payment of total Maintenance Charges as billed by the maintenance agency and performance by the Intending Allottee(s) of all his / her obligations under this Agreement. If the maintenance charges are not paid by the Intending Allottee(s) regularly and on or before its due date, then the Intending Allottee(s) agrees that he / she shall have no right to use

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such common areas and facilities. But so long as the maintenance charges and all payments envisaged under these presents are regularly paid, on or before due date and covenants are observed, the Intending Allottee(s) shall be entitled to use such common areas and facilities and the exclusive use of parking spaces.

14.3 RIGHT TO ENTER THE SAID APARTMENT FOR REPAIRS

In addition to the Developer and the maintenance agency's rights of unrestricted usages of all common areas and facilities and parking spaces for providing necessary maintenance services, the Intending Allottee(s) agrees to permit the Developer or the maintenance agency to enter into the said Apartment or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Apartment or the defects in the Apartment above or below the said Apartment. Any refusal of the Intending Allottee(s) to give such right to entry will be deemed to be a violation of this Agreement and the Developer shall be entitled to take such action as it may deem fit.

14.4 INSURANCE OF THE SAID BUILDING

The Structure of the said Project may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer or the maintenance agency on behalf of the Intending Allottee(s) and the cost thereof shall be payable by Intending Allottee(s) as the part of the maintenance bill raised by the maintenance agency but contents inside each Apartment shall be insured by the Intending Allottee(s) at his/ her own cost. The cost of insuring the Building structure shall be recovered from the Intending Allottee(s) as a part of total maintenance charges and the Intending Allottee(s) hereby agrees to pay the same. The Intending Allottee(s) shall not do or permit to be done any act or thing which may render void or avoidable insurance of any Apartment or any part of the said Project or cause increased premium to be payable in respect thereof for which the Intending Allottee(s) shall be solely responsible and liable.

15. USE OF THE SAID APARTMENT

The Intending Allottee(s) shall not use the said Apartment for any purpose other than for residential use or use in a manner that may cause nuisance or annoyance to occupants of other Apartments in the said Project or for any commercial or illegal or immoral purpose or to do or suffer anything to be done in or around the said Apartment which tends to cause damage to any flooring or ceiling or services of any Apartment over, below, adjacent to be said Apartment or anywhere in the said Project or in any manner interfere with the use thereof or of spaces, passages, corridors or amenities available for common use. The Intending Allottee(s) hereby agrees/indemnifies the Developer against any penal action, damages or loss due to misuse for which the Intending Allottee(s) / occupant shall be solely responsible. If the Intending Allottee(s) uses or permits the use of the said Apartment for any purpose other than residential, then the Developer shall be entitled to treat this Agreement as cancelled and to resume the possession of the said Apartment and the Intending Allottee(s) has agreed to his condition.

16. USE OF TERRACES

The Developer reserves the right to give on lease or hire any part of the top roof/terraces above the top floor, unless otherwise reserved specifically, of any of the building in the said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use / hire / lease the same for advertisement purposes and the Intending Allottee(s) agrees that he / she shall not object to the same and make any claims on this account.

17. MAINTENANCE FOR ONE YEAR AFTER EXPIRY OF PERIOD AS STIPULATED IN CLAUSE 10.2

The maintenance charges for one year after the expiry of period as stipulated in clause 10.2 are included in the schedule of payments for the convenience of the intending Allottee(s). The developer/his deputed

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(Authorised Signatory)

(Intending Allottee)