

Allotment Agreement

BETWEEN



APICAL BUILDTECH PVT. LTD.

Regd. Office: 1449 / 188, Street No.3, Durgapuri, Delhi
Sales Office: Shri Ram Tower, Dohra Road, Behind Rohilkhand University, Bareilly

&

1. Shri/ Smt./ Km./ M/s. _____
S/W/D of / Through Shri _____
Resident of / Having Regd. Office at _____

2. ★ Shri/ Smt./ Km. _____
S/W/D of / Through Shri _____

3. ★ Shri/ Smt./ Km. _____
S/W/D of / Through Shri _____

★ (Joint Allottees)

**ANANDAM HOMES
ALLOTMENT AGREEMENT**

THIS ALLOTMENT AGREEMENT IS MADE AT BAREILLY ON THIS

DAY OF _____ 20____

BETWEEN

Apical Bull Tech Private Limited, a Company duly constituted and registered under the Companies Act, 1956 having its Registered Office at 1449 / 188, Street No. - 3, Durgapuri, Delhi - 110092, here- in- after referred to as the Developer (which expression shall unless repugnant to the context or meaning thereof mean and include its successors, executors and assigns) through its Director / Authorized Signatory, Sh. /Smt. /Km. _____ of the one part;

AND

I. FOR INDIVIDUALS / JOINT ALLOTTEES

a. Sh. / Smt. / Km. _____

S/W/D of Sh. _____

Resident of _____

PAN _____

b. * Sh. / Smt. / Km. _____

S/W/D of Sh. _____

Resident of _____

PAN _____

c. * Sh. / Smt. / Km. _____

S/W/D of Sh. _____

Resident of _____

PAN _____

(*To be filled in case of Joint Purchasers)

Developer

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Allottee(s)

(Here-in-after singly/jointly, as the case may be, referred to as the "Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her/their heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns) of the other part.

II. FOR PARTNERSHIP FIRMS

** M/s. _____ a Partnership Firm duly registered under the Partnership Act having its office at _____ through its authorized representative / partner, Sh. / Smt. / Km. _____ S / W / D of Sh. _____ Resident of _____ (Here-in-after referred to as the "Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partnership firm and their heirs, executors, administrators, legal representative, successors, nominees and permitted assigns) of the Other Part And Whereas the Partnership Firm is competent to enter into this Agreement.
PAN _____

III. FOR COMPANIES

** M/s. _____ a Company registered under the Companies Act, 1956, having its registered office at _____ through its Director/ Authorized Signatory, Sh. / Smt. / Km. _____ duly authorized by the board resolution dated _____ (Here-in-after referred to as the "Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its executors, administrators, legal representatives, successors, nominees and permitted assigns) of the Other Part And Whereas the Company is competent to enter into this Agreement.
PAN _____

DEVELOPER'S REPRESENTATIONS:

A. **WHEREAS** the Developer has Purchased free hold land at Khasra No. 372 & 373 in Village Dohra, Bareilly vide Registered deed executed on 21/03/2012 and Bahl No. 1, Zild No. 4797 at pages 81 to 148 Serial No. 2873 in the Office Of Sub Registrar-II, Bareilly U.P. and is duly empowered to develop/build/sale/allot/sub- lease flats in the Group Housing Complex subject to maps approved by Bareilly Development Authority vide map no. - 341/01/GH/12 dated 29/12/12.

B. **AND WHEREAS** the Developer shall develop the Plot of Land measuring 3295 Sq. Mtr. by constructing thereon a Group Housing Complex known as "Anandam Homes" in a accordance with the sanctioned / to be sanctioned / revised sanctioned building plans / master plan and necessary permissions from the concerned government authorities.

ALLOTTEE'S REPRESENTATIONS:

A. **AND WHEREAS** the Allottee has applied for allotment of the flat with full knowledge of all laws / notifications and rules applicable to the area in general and the arrangements pertaining to the Complex named as "Anandam Homes" and is satisfied in respect of ownership / title of the property in favor of the Developer and have seen all relevant documents before applying for the flat.

B. **AND WHEREAS** the Allottee has satisfied himself as to the right / title / duties / responsibilities / obligations of the Developer and the Allottee and other relevant details and terms & conditions of the Allotment Letter / Lease Deed issued / executed, as the case may be, by the Bareilly Development Authority (BDA) and has declared that he will abide by the same.

Developer

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Allottee(s)

The Allottee has further confirmed that he has clearly understood his rights / titles / duties / responsibilities / obligations under each and all the clauses of application form & allotment agreement signed by him and will obey abide by the same.

C. **AND WHEREAS** the Allottee fully known the fact that the building plans / master plan of the complex are tentative in nature and subject to approval / modification by appropriate authority / project architect / project engineer and final approve building plans / master plan will be binding upon the Allottee. Further, the Allottee will not have any objection, if the building plans / master plan of the complex are changed in future as per the instruction of the Authority or decision of Architect / Developer in the in the interest of the project.

AND WHEREAS the Developer and the Allottee relying on the confirmations, representations and assurances of each other and to faithfully abide by all the terms, conditions, obligations and stipulations contained in this Agreement are now willing to enter into this Agreement on the terms, and conditions appearing hereinafter.

AND WHEREAS the Developer and the Allottee has agreed to the terms and conditions as set out in this agreement for the allotment of a Residential Flat details of which are given as under, here- in -after referred to as "Said Flat":-

FLAT DETAILS:

Flat No.	Type	Block/ Tower	Floor	Super Area (Sq. Ft.)*	Sale Price (Per Sq. Ft.) (INR)

1. *Refer sketch Attached as per Annexure B for Design and size.
2. 1 Sq. Mtr. = 10.76Sq. Ft.
3. Power Back Up charges, IFMS and Advance Maintenance charges would be paid extra by the Allottee.

Amount paid on or before execution of Allotment Agreement:

Rs. _____ (Rupees _____ Only)

For Payment Plan / Schedule, Annexure-A is to be referred to.

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

1.) That the Developer hereby agrees to allot the said flat and the Allottee hereby agrees to take the said flat as described in this agreement in the complex as per the plans / maps / sizes / design and specifications indicated in the **Annexure B & C** respectively and accepted by him for a price mentioned in the payment plan / schedule in respect of the said flat mentioned in **Annexure A**. The plans, design & specification and terms and conditions given here-in will prevail over any detail given in other documents, papers, brochures, pamphlets etc.

2.) That the Allottee hereby agrees that he shall pay the price of the said flat and other charges calculated on the basis of super area which is understood to include flat area of the said flat and its pro-rata share in the common areas in the entire building(s). The flat area of the said flat shall mean the entire area enclosed by its periphery walls including area of walls, columns, balconies, cupboards etc. and half the area of common walls with other premises / flats which form integral part of said flat. The common areas shall mean all such parts / areas in the entire Building (s) which the Allottee shall use by sharing with other occupants of the said building (s) including lobbies, lift lobbies; lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, fire escapes, services areas including but not limited to lift machine rooms, overhead water tanks, maintenance offices / stores, ESS, pump rooms, generator area etc. architectural features, if provided and security / fire control rooms.

It is further clarified that the super area mentioned in the agreement is tentative and for the purpose of computing sale price in respect of said flat only and that the inclusion of common areas within the said building, for the purpose of calculating super area does not give any right, title or interest in common areas to flat Allottee except the right to use common areas by sharing with other Occupants / Allottee in the buildings subject to timely payment of maintenance charges.

3.) That the Allottee hereby agrees to pay to the Developer the price as per the payment plan / schedule as explained to and opted by Allottee. The total price mentioned in the payment plan / schedule is inclusive of cost of providing electric wiring and switches in the said flat however the total price does not include the cost of electric fittings, fixture, electric and water meters / connections etc.

4.) (a) The external electrification charges as per payment plan / schedule mentioned in Annexure A annexed herewith are for the installation of sub-station, transformer, electrical panels, street lights and electrical poles, laying electricity distribution lines up to the periphery of the said flat and statutory charges paid to the electricity department for electrifying the complex.

(b) If the Developer gets one point electricity connection from the electricity department for the entire complex, the Allottee will have to apply for the electricity connection to the Developer and pay for the electricity Meter & Connection Charges as demanded by the Developer before the execution of sale deed in favour of the Allottee. If the Developer does not take up one point electricity connection from the electricity department, the Allottee will have to apply to the electricity meter and pay requisite charges for it to the department.

(c) Power Backup charges as per payment plan / schedule mentioned in Annexure A annexed herewith are for providing Power Backup facility for the said flat. However, the Power Backup Load required by the Allottee for the said flat will have to be declared by the Allottee at the time of execution of this agreement by making application in Annexure D. The Allottee will also be liable to pay for the Power Backup usage charges in respect of the said flat to the Developer / maintenance agency as per the rates decided by the Developer / maintenance agency from time to time.

5.) That the parties have agreed that the cost of development and construction of the flat is escalation-free, save and except increases, which the Allottee hereby agrees to pay due to increase in Flat area, any increase or additional Govt. rates, taxes, cess, duties. Service Tax / VAT / WCT, if any, payable on the construction / booking / allotment / sale / sublease of the said flat shall be paid by the Allottee. If any provision of the existing and future laws, guidelines, directions etc. of any Government or the Competent Authorities is made applicable to the said flat / complex subsequent to booking requiring the Developer to provide pollution control devices, effluent treatment plant, water harvesting system etc. in the complex, the cost of such additional devices, equipment etc. shall also be borne and paid by the Allottee on pro-rata basis. The Allottee shall also be liable to pay for all rates, taxes, lease rent charges, house tax, municipal taxes, assessment, interest, charges, penalties etc. leviable on the said flat and proportionate expenses leviable on the complex from the date of booking of the said flat by the Allottee.

6.) That the Allottee has seen and accepted the plans, designs, specifications which are tentative and the Allottee authorizes the Developer to affect suitable and necessary alterations / modification in the layout plan / building / master plans, designs and specifications as the Developer may deem fit or as directed by any competent authority(ies). In case of increase in the super area of the said flat, the Allottee will pay for the increase area at the rate specified in this agreement as demanded by the Developer and in case of decrease in the super area, the excess amount paid will be adjusted in the last installment payable by the Allottee to the Developer. However, in case of any major alteration / modifications resulting in $\pm 10\%$ change in the super area of the said flat or material change in the specifications of the said flat any time prior to or upon the completion of the said flat, the Developer shall intimate to the Allottee in writing the changes thereof and the resultant change, if any, in the price of the said flat to be paid by him and the Allottee to inform the Developer in writing his consent or objections to the changes within thirty (30) days from the date of such notice failing which the Allottee shall be deemed to have given his consent to all the alterations / modifications. If the Allottee writes to the Developer within thirty (30) days of intimation by the Developer indicating his non-consent / objections to such alterations / modification then he may apply to the Developer for cancellation of his allotment and allotment agreement in respect of said flat and will be entitled to recover back money given by him with simple interest @4% per annum from the Developer.

7.) The Intending Allottee hereby agrees to pay additionally as preferential location charges for preferential location as described in a manner and within the time stated in the payment plan / schedule. However, the Allottee has specifically agreed that if due to any change in the layout / building plan, the said flat ceases to be in a preferential location, the Developer shall be liable to refund only the amount of preferential location charges paid by the intending Allottee without any interest and such refund shall be adjusted in the last installment payable by the intending Allottee to the Developer as stated in the payment plan / schedule. If due to any change in the layout / building plan the said flat becomes preferentially located, then the Allottee shall be liable and agrees to pay additional preferential location charges as & when demanded by the Developer.

8.) That the building shall be earthquake resistant as per existing codes in force. The firefighting equipments and / or preventive measures in the common area of the complex to be provide / taken, as the case may be, by the Developer as per the existing fire fighting code / regulations as contained in national building code & the charges for same are inclusive in the price of flat. However, if additional fire safety measures are undertaken after booking of the said flat for the reason of any law / byelaw order or directions or due to any subsequent legislation / government order, the Allottee shall pay for the additional expenditure on pro rata basis.

9.) That the Developer shall be responsible for providing internal development within the complex which inter-alia includes (I) laying of roads, (II) laying of water lines, (III) laying of sewer lines, (4) laying of electrical transmission / distribution lines etc., However the external of peripheral services such as trunk water drains, roads electricity horticulture etc. are to be provided by the Govt. or the concerned authority up to the periphery of the complex and its charges would be payable proportionately by the Allottee.

10.) That the Developer may carry development / construction of the complex in phases and the Allottee shall have no right to object or make any claim or default in any payment as demanded by the Developer on account of inconvenience, if any, which may be caused to the Allottee due to such construction activity or incidental / related activities. The common facilities in all respect shall be operational on the date of completion of the entire complex.

11.) 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 use of complex or is detrimental to the public interest will be treated as a breach of the terms of the agreement entitling the Developer to cancel the agreement / sale deed. In case of cancellation of agreement / sale deed the Developer shall not refund the money paid to it by the Allottee and shall also not be liable otherwise.

12.) That the Flat Allottee shall make all payments in time in terms of Payment Plan / Schedule as given in Annexure-A annexed to 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 favor of "Apical Build Tech Private Limited" payable at Bareilly. However, the Developer will send intimation to the Flat Allottee regarding reaching of a particular construction stage / landmark as referred to in the payment plan / schedule mentioned in Annexure-A annexed to this Agreement.

13.) That the timely payment of installments indicated in the payment plan / schedule is the essence of this agreement. If any installment as per the payment plan / schedules is not paid when it becomes due, the Developer shall charge interest at the rate of 18% p.a. for the delay. If the Allottee defaults in making payment of the outstanding amount for three consecutive months or makes defaults in complying with all or any of the terms & conditions mentioned in the allotment agreement, the Developer may at its discretion cancel the allotment of the said flat after serving notice to the Allottee and thereafter, the Allottee shall have no charge, lien, interest, right, title or any other claim on the said flat and the Developer shall refund the amount paid over and above the earnest money, if any, without any interest after reducing there from the amount of interest on delayed payment within 30 days of cancellation. The Developer shall be free to resell and / or deal with the said flat in any manner whatsoever at its sole discretion for which Allottee has expressly agreed and the Allottee has further agreed that he will not raise any sort of claim in this regard in the future.

14.) That 10% of the total cost of the said flat shall be treated to be the earnest money under this agreement. In the event of failure of the Allottee to pay the installments in times as agreed herein, the Developer shall have the right to terminate / cancel this agreement and forfeit the earnest money together with any interest on delayed installments / payment due or payable and service tax amount paid in respect of the said flat to the government treasury out of the amounts paid by him and the allotment of the said flat shall stand cancelled.

15.) That the Allottee, if resident outside India, is solely responsible for complying with the necessary formalities / taking approvals 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 amendments and rules and regulations / directions framed / issued by Reserve bank of India or any other applicable laws.

Developer

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Allottee(s)

16.) That the Developer is authorized to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of receivable of the land and the flats and the Allottee will have no objection in this regard. However at the time of execution of the sale deed and handing over of possession, the flat shall be free from all encumbrances and charges subject to following rules & regulations and terms & conditions of Bareilly Development Authority.

17.) That it is agreed by and between the Parties that unless a Sale deed is executed and registered, the Developer shall continue to have full authority over the said Flat.

18.) That transfer / substitution of the Allottee in the agreement shall be allowed on such terms and conditions as the Developer may deem fit including payments of charges / fees etc. Any change in name (including addition / deletion) of the Allottee will be deemed as substitution for this purpose. In case of assignment, the assignee shall be liable to observe all the terms and conditions of this agreement. The entire cost incidental to the assignment / substitution / addition / deletion, shall be born only by the Allottee / assignee / nominee, as the case may be. It is specifically made clear to the Allottee, that if there is or would be any restriction, condition, formality imposed by the concerned authority on nomination / transfer / substitution then it will have to be complied with by the Allottee / nominee / Transferee.

19.) That the exclusive reserved parking space has been allotted together with the said flat and the same shall not have independent entity detached from the said flat. The Allottee shall not be entitled to sell / transfer the reserved parking space independent from the said flat. The Allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the complex.

20.) (a) That the Developer shall complete the development / construction of the said flat and give offer of possession of the said flat to the flat Allottee within 6 months after completion of 24 months from the date of sanction / re-sanction of maps / plans of the complex or execution of this agreement whichever is later subject to force majeure conditions. If the Developer would not be able to do so, the Allottee may file a claim with the Developer for the penalty of Rs. 3/- (Rs. Three only) per sq. ft. per month for delayed period subject to maximum of 5% of amount received in respect of the said flat. This penalty clause will be applicable only in those cases in which Allottee had paid all payments in time as per this allotment agreement to the Developer. However, the Allottee will not be entitled to file any other claim against the Developer and the above said penalty will include all sorts of damages, compensation claims, losses etc.

(b) That the Developer shall after completion of the said flat shall intimate to the Allottee to take over the possession of the said flat within 90 days thereof. The Allottee shall within the stipulated time, take the possession of the said flat from the Developer by executing sale deed and necessary indemnities, undertaking and such other documentation as the Developer may prescribe. The stamp duty, registration fee, transfer fees / charges and other charges for execution and registration of sale deed or other document shall be payable by the Allottee. The Allottee will be entitled to take possession of the said flat only after sale deed of the said flat is executed and duly registered with the concerned Sub-Registrar office. It will be the absolute responsibility of the Allottee to inspect the said Flat before taking possession of the same. The Allottee after taking possession of the said Flat shall have no claim against the Developer in respect of any item of work which may be alleged not to have been carried out / completed in the said flat, material used, services provided or for any reason whatsoever. If the Allottee fails to take over the said flat as aforesaid within the time limit, the Allottee shall pay to the Developer holding charges at the rate of Rs. 3/- (Rs. Three only) per sq. ft. of the super area of the said flat per month along with the applicable maintenance charges.

(c) That the Allottee shall, after taking possession of the said flat or at any time there after shall have no objection to the Developer developing continuing with the development of other flats adjoining the said flat sold to the Allottee.

(d) If on account of any law, the Developer is prevented from completing the construction of the said flat or if the Developer is prevented from delivering possession thereof to the Allottee on account of any action by any third party and / or governmental authority, that it is in the sole discretion of the Developer to challenge the validity, applicability and/ or the efficacy of such law and challenge the action by the third party in the said case. The earnest money and other advance payments made to the Developer cannot be withdrawn or claimed from the Developer till the final determination of the said case. In the event of the Developer being successful in the said case, the Allottee shall be entitled to execution of the sale deed as provided here in and delivery and possession of the said flat. However in the event, the Developer is unsuccessful in the said case, and the impugned law is not varied or altered, resulting in a legal impediment for delivery of the possession or transfer of title in the said flat the Developer shall upon the judgment becoming final, absolute and binding upon the Developer, pay to the Allottee, the amount of money as had been received from him, without any interest or compensation whatsoever, with in such time and in such manner as may be decided by the Developer which shall be final and binding.

21.) The Allottee shall not make any additions or alteration in the said flat of whatever nature which may affect the other flat or common areas and the structure of the complex. The Allottee shall not change the colour scheme of the other walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The terrace rights shall remain with the Developer unless specifically allotted against consideration. The Allottee shall have no objection if the Developer give on lease or hire any part of the top roof terraces above the top floor for installation and operation of antennae, satellite dishes, communication tower etc.

22.) That in the event, the Developer is able to get additional / purchasable FAR or it becomes possible to raise further construction, than the additional construction shall be carried out as per building by laws and approval of appropriate authority and the Developer shall be entitled to get the electric, water sanitary and drainage system for the construction there of connected with the/already existing electric water, sanitary drainage system in the complex. The Allottee hereby agrees not to object to any of such construction activity carried on in the building / complex or for any facilities maintained here in connected with the existing facility systems.

23.) (a) That in order to provide necessary maintenance services, the Developer may, upon the completion of the complex, hand over the maintenance of the complex to any individual, firm, corporate body, association etc. (hereinafter referred to as "Maintenance Agency") as the Developer in its discretion may deem fit. The Allottee before taking possession of the said flat, agrees to enter into a standard maintenance agreement, prescribed of the Developer / maintenance agency, with the Maintenance Agency as may be appointed / nominated by the Developer from time to time for the maintenance and upkeep of the said building. The Allottee shall be liable to make payment of Annual / Monthly maintenance charges, as the case may be, to the Developer and maintenance agency from the date of offer of possession to the Allottee. In case of failure of Allottee to make payment of maintenance charges within stipulated period, interest at the rate of 18% per annum, shall be charged to the Allottee. If payment is delayed beyond 3 months, then the maintenance service may be discontinued besides of taking of other measures to recover the same. Here, discontinuance of the service does not absolve the Allottee to pay any of its liabilities including interest payment to the Developer / maintenance agency. The Developer / Maintenance Agency and the Allottee will have to facilitate / help / contribute to the maintenance programme whereby the entire complex and building shall be kept in a state of good condition to the satisfaction of the Bareilly Authority at all times and to make available required facilities as well as to keep surroundings in all times neat & clean, good, healthy and safe condition according to the convenience of the inhabitants of the place.

The Developer and the Allottee shall abide by all the rules, regulation, orders, circulars, notification issued by the concerned authorities. The Developer / maintenance agency may also require the Allottee to contribute in to the corpus of sinking fund for the purpose of replacement / up gradation / improvement of capital assets affixed / installed in the complex. After completion of the complex, the Developer will call upon the flat Allottee to form an Association of Apartment Owners by process of election. Such association will be formed and registered under Section 14(2) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. No such association will be recognized by the Developer, if Formed without such process / procedure / law. The Developer may handover the possession of the common areas and facilities and also the originals of plans & documents to the Association after 75% of total flats in the complex have been handed over to the Allottees. After such handling over, the association will be exclusively responsible to maintain the common areas and facilities, maintenance, upkeep, repair, security, safety, insurance etc. in / of the complex.

(b.) That the Allottee shall keep with the Developer an Interest Free Maintenance Security (IFMS) Deposit in order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance charges as raised by the maintenance agency. A separate maintenance Agreement between the Allottee and the Developer / maintenance agency shall be executed at the time of possession. The Developer shall transfer the IFMS to Association of flat Owners, after adjusting therefrom all outstanding maintenance charges and other dues, if any against the said flat.

(c.) That the Developer or Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the said flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the maintenance of the complex. However, in case of urgency or exigency, the Developer or maintenance agency employees may break the door, windows etc., of the said Flat / Building / Complex and the Allottee hereby agrees that such actions of the Developer / Maintenance Agency is fair and reasonable and he undertakes to not to raise any objection to such action.

(d.) That the structure of the Complex Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Developer or the maintenance agency on behalf of all the Allottee and the proportionate cost thereof shall be payable by the Allottee additionally but contents inside each Flat shall be insured by the Allottee at his own Individual cost and initiative. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Flat or any part of the Complex building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

24.) That the Allottee shall become member of recreational in-house-Club, if provided by the Developer and shall pay the charges / fees regularly, as may be applicable. The Club shall be managed by the Developer and / or its nominee as the case may be. The membership of the Club shall be confined to the resident / owner only and shall not be extended to the outsider.

25.) That the Complex shall always be known as "Anandam Homes" and this name shall never be changed by the Allottee or anybody else.

26.) That the Developer shall have the first lien and charge on the said flat, in the event of the Allottee parting with any interest therein, for all its dues that may become due and payable by the Allottee to the Developer under this agreement.

27.) That the term and conditions contained herein shall be binding on the Allottee as well as the Occupier of the said flat and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise.

28.) That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable super area of the said flat, it is specifically made clear that it is only the inside space in the said flat that has been agreed to be sold and the inclusion of the common areas in the computation does not give any divisible right and title therein to the Allottee except right of common use of common areas & common facilities. However, the Allottee shall have no right in any commercial premises, building, shops, still & basement portion roof / terrace of the building(s) and unallotted exclusively reserved parking areas etc. situated in the complex and the Developer shall be free to dispose off the same on such terms and conditions as it may deem fit.

29.) That the Allottee either singly or by joining with other Allottees in the complex will not be eligible to use the common areas in the complex for organizing or holding any function, ceremony, party, rally, meeting etc. until and unless obtain prior permission from the Developer / nominee further subject to rules & regulation framed by the Developer / nominee in this regard.

30.) That if the Developer, Nominee or the Maintenance Agency decides to apply for and thereafter receives permission from such Body / Commission / Regulatory / Licensing Authority constituted by the State Government for such purpose, to receive and distribute bulk supply of energy in the complex, the terms contained under the agreement shall apply to such distribution. The payment for the consumption of electricity will be paid regularly as per the rules and regulations framed by the Developer / Nominee / Maintenance Agency for the said purpose.

31.) That delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to Allottee shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Developer to enforce this agreement.

32.) That in case the Allottee wants to avail loan facility from financing bodies or his employer to facilitate the purchase of the said flat, the Developer shall facilitate the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the Allottee only. The responsibility of getting loan sanctioned and disbursed as per the payment plan / schedule opted by the Allottee even if the loan is not sanctioned or the payment is not disbursed by the banks / financial institutions / other timely in favour of the Allottee due to any reason whatsoever.

33.) That if any provision of this Agreement is determined to be void or unenforceable under any application law or rules & regulation of the appropriate authority, such provision shall be deemed to have been amended or deleted as far as it may reasonably be in consistent with the purpose of this Agreement and to the extent necessary to conform to the application laws and sale deed / allotment letter executed / issued by the Developer and the remaining provision of this Agreement shall remain valid and enforceable. Further, in case of any repugnancy or difference in the term and conditions of any prior document / advertisement material / brochures and this Agreement. The terms and conditioned in this Agreement shall prevail and be binding on both the parties.

34.) That the Allottee shall 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/D letter about all subsequent changes, if any, in his address. The address given in the Application form for allotment of the said flat shall be deemed to be the registered address of the Allottee until same is changed in the manner aforesaid. In case of joint Allottee, all communication sent by the Developer to the first Allottee shall be sufficient. All letters, receipts, and / or notices

issued by the Developer or its nominees and dispatched by Registered Post / Speed Post / UPC / Courier to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.

35.) That for all purpose, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been modified and read suitably whenever Allottee is a company / corporate body / organization / association etc.

36.) That, if at any stage, this document requires to be registered under any law or necessity the Allottee binds himself and agrees to register the same through the Developer in his favour at his own initiative, cost and expenses and to keep the Developer fully absolved and indemnified in this connection.

37.) All or any dispute arising out of or touching upon any term(s) of this Agreement including the interpretation any validity of the terms thereof and the respective rights and obligation of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration. The arbitration proceeding shall be governed by the Arbitration & conciliation Act, 1996 and / or statutory amendments / modifications thereof for the time being in force. The arbitration proceeding shall be held at an appropriate location in Bareilly (U P). The sole Arbitrator shall be appointed by the Developer, whose decision shall be final & binding on both parties. Subject to arbitration, the courts at Bareilly shall have the exclusive jurisdiction to adjudicate upon any dispute between the Developer and the Allottee in the light of the facts that this agreement is signed and executed at Bareilly, UP.

38.) That the Allottee shall not take action or do any act or cause any act to be done to the prejudice of the Developer or will harm the reputation of the Developer except to take possession of the said flat in accordance with the terms & conditions of this agreement, failing which this agreement will be liable to be cancelled for which the Allottee has expressly agreed. In the event of cancellation of the agreement, the Developer shall have the right to refund the money paid by the Allottee after forfeiting the earnest money together with any interest on delayed installment / payment due or payable and service tax amount paid in respect of the said flat to the Government Treasury and the allotment of the said flat shall stand cancelled.

39.) The Developer reserves the right to transfer ownership of the said "Anandam Homes" in whole or in parts to any other entity such as Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency by way of sale / discretion / or any other arrangement as may be decided by the Developer in its sole discretions subject to, the transferee abiding by all the terms and conditions of this agreement and the Allottee agrees that he shall not raise any objection in this regard.

40.) Force Majeure: 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 an act of God, fire, flood, explosion, war, riots, terrorist acts, sabotage, inability to procure to general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions Court Case / decree / stay or any other cause(s) (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer.

41.) The Developer and the Allottee(s) have read / understood clearly all the clause of this agreement before execution of this agreement and have no objection in regard to any of the clauses mentioned in this agreement or annexure attached herewith and are executing this agreement with their will & consent and without any coercion or undue influence from either side.

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 here in above and in the presence of the following witnesses.

For and on behalf of the Developer
FOR APICAL BUILD TECH PVT.LTD.

For and on behalf of the Allottee(s)

Authorized Signatory

WITNESSES:

1. Name: _____

S/W/D of Shri _____

Address: _____

2. Name: _____

S/W/D of Shri _____

Address: _____

PAYMENT PLAN / SCHEDULE

1. PAYMENT PLAN OPTED :

- Down Payment Plan
 Construction Link Plan

Down Payment Plan

AT THE TIME OF BOOKING	10% OF SALE PRICE
WITHIN 30 DAYS OF BOOKING	85% OF SALE PRICE + PBC
ON OFFER OF POSSESSION	5% OF SALE PRICE + IFMS + AM + CM

Construction Linked Installment Plan (BLOCK - A)

AT THE TIME OF BOOKING	10% OF SALE PRICE
WITHIN 30 DAYS OF BOOKING	10% OF SALE PRICE
ON CASTING OF FOUNDATION	10% OF SALE PRICE
ON CASTING OF STILT FLOOR ROOF SLAB	10% OF SALE PRICE
ON CASTING OF GROUND FLOOR ROOF SLAB	10% OF SALE PRICE
ON CASTING OF 1st FLOOR ROOF SLAB	10% OF SALE PRICE
ON CASTING OF 2nd FLOOR ROOF SLAB	10% OF SALE PRICE + PBC
ON CASTING OF 3rd FLOOR ROOF SLAB	10% OF SALE PRICE
ON COMPLETION OF BRICK WORK	10% OF SALE PRICE
ON STARTING OF EXTERNAL PAINT	5% OF SALE PRICE
ON OFFER OF POSSESSION	5% OF SALE PRICE + IFMS + AM + CM

Construction Linked Installment Plan (BLOCK - B)

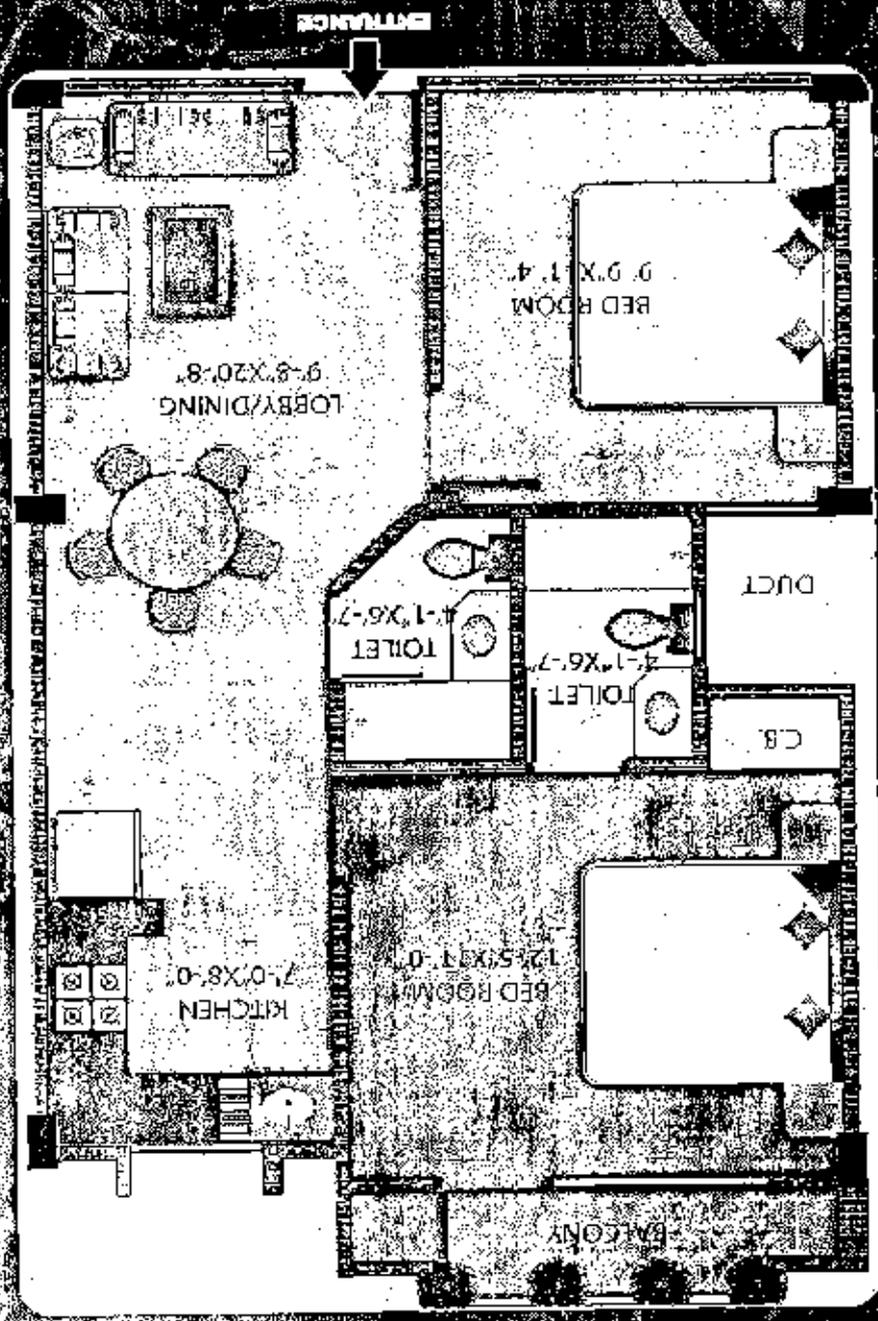
AT THE TIME OF BOOKING	10% OF SALE PRICE
WITHIN 30 DAYS OF BOOKING	10% OF SALE PRICE
ON CASTING OF FOUNDATION	10% OF SALE PRICE
ON CASTING OF GROUND FLOOR ROOF SLAB	10% OF SALE PRICE
ON CASTING OF 1st FLOOR ROOF SLAB	10% OF SALE PRICE
ON CASTING OF 2nd FLOOR ROOF SLAB	10% OF SALE PRICE
ON CASTING OF 3rd FLOOR ROOF SLAB	10% OF SALE PRICE + PBC
ON COMPLETION OF BRICK WORK	10% OF SALE PRICE
ON COMPLETION OF FLOORING	10% OF SALE PRICE
ON STARTING OF EXTERNAL PAINT	5% OF SALE PRICE
ON OFFER OF POSSESSION	5% OF SALE PRICE + IFMS + AM + CM

2. PAYMENTS :

- | | | |
|---|---|-------------------------------|
| (A) Sale Price | : | As mentioned in the Agreement |
| (B) Power Back-up Charges (PBC) | : | Rs. 20,000/- Per.KVA |
| (C) Interest Free Maintenance Security (IFMS) | : | Rs. 30/- Per Sq. Feet |
| (D) 2 Yrs. Advance Maintenance (AM) | : | Rs. 30/- Per Sq. Feet |
| (E) Club Membership | : | |

Notes:

- Payments to be made by A/c Payee Cheque(s) / Demand Draft (s) drawn in favour of "Apical Buildtech Private Limited" payable at Bareilly.
- Stamp Duty, Registration Charges & all other applicable taxes including Service Tax and / or GST shall be charged extra and to be borne by the Allottee(s).
- Electricity Meter Charges are not mentioned above and would be borne & paid by the Allottee(s) before execution of sale deed.
- The complete Annexure-A would be considered as Payment Plan / Schedule.
- The above said rates and schedule are applicable for booking made under above said respective payment plan opted only. If the opted payment plan is changed or is not followed by the Allottee at any point of time, the rates and payment plan / schedule may be changed by the Developer and would be followed and adhered to by the Allottee.
- If the Allottee makes part payment in respect of any due payment at any point of time, it will be purely at the discretion of the Developer, that to which payment head the part payment should be appropriated.



SUPER AREA 950 Sq. Ft.

SPECIFICATIONS

SL. NO.	ITEMS	SPECIFICATION
1.	FLOORING	Vitrified / Ceramic Tiles in Drawing / Dining / Bedroom Vitrified / Anti- Skid Ceramic Tiles in Kitchen / Toilets / Balconies
2.	DOORS & WINDOWS	Hardwood Frames with Factory made Moulded Doors. Windows from Sal-wood Frame and Hardwood Shutters including Glass.
3.	KITCHEN	Granite Top working platform. Stainless Steel Sink. Ceramic Glazed Tiles 2' above working platform.
4.	TOILET	Anti - Skid Ceramic Floor Tiles. Ceramic Tiles up - to door level on the wall.
5.	INSIDE WALL FINISH	Inside Walls with POP punning and OBD.
6.	EXTERNAL FACEDE	Exterior in Superior Weather Proof Paint Finish.
7.	ELECTRICAL	Copper wiring in concealed P.V.C. Conduits. Sufficient Light & Power Points. Provision for T.V. & Telephone Points in Living Room & Bedrooms.
8.	SUPER STRUCTURE	Earthquake - Resistant RCC Framed Structure (Design based upon IS Codes).
9.	SECURITY	CCTV surveillance for utmost security.
10.	COMMUNICATION	Intercom connectivity with every flat.

Notes: Specifications are tentative which may vary as decided by the Developer / Architect.

APPLICATION FOR POWER BACK UP LOAD

Dated:

Apical Buildtech Private Limited,

Registered Office: 1449 / 188, Street No. - 3, Durgapuri, Delhi.

Sales Office: Shri Ram Tower, Dohra Road, Behind Rohilkhand University, Bareilly.

Phone 0581-2520630, 8171989951, 8191033033

E - Mail: apicalbuildtech@gmail.com

Website: www.apicalbuildtech.com

Dear Sir,

I / We _____ Allottee(s) of Flat No. _____ in "Anandam Homes" situated at Dohra, Behind Rohilkhand University, Bareilly (U.P.) wish to apply for Power Backup Load of _____ KVA for the said flat. I/We do hereby declare that I/We will pay Power Backup Charges as per payment plan / schedule mentioned in Annexure - A, annexed herewith.

I/We do hereby further declare that I/We will pay regular power backup usage charges on the basis of power backup load applied as above in accordance with charges mentioned by the Developer/Nominee/Maintenance Agency from time to time.

Yours Sincerely,

Name & Signature of Allottee (S)

Developer

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Allottee(s)

1. Transfer

I/We hereby assign/ renounce/ transfer all the Rights and Liabilities under this Agreement in Favour of:

I/We hereby accept all the Rights and Liabilities under this Agreement assigned/ renounced/transferred in my/ Our favour by:

.....
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.....

.....
.....
.....

TRANSFEROR

TRANSFeree

.....
.....
.....

The above Transfer is hereby confirmed.

Date:

Authorized Signatory

2. Transfer

I/We hereby assign/ renounce/ transfer all the Rights and Liabilities under this Agreement in Favour of:

I/We hereby accept all the Rights and Liabilities under this Agreement assigned/ renounced/transferred in my/ Our favour by:

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TRANSFEROR

TRANSFeree

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.....

The above Transfer is hereby confirmed.

Date:

Authorized Signatory