

Application Form



NH 58, GHAZIABAD (Raj Nagar Extn.)



NH 58, GHAZIABAD (Raj Nagar Extn.)

Application for Allotment of an Apartment/Flat in River Heights, Ghaziabad

(Fill in Block Letters)

Application No.....

Date.....

To,

M/s Carol Infrastructure Private Limited

C-22, IIIrd Floor, RDC, Raj Nagar,
Ghaziabad-201002

Please
affix
passport size
photograph
of the
Applicant

Please
affix
passport size
photograph
of the
Co-Applicant

I/We request that I/We may be considered for allotment of an Apartments/ Flat in **River Heights**, Project, situated at Raj Nagar Extension NH-58, Village Noor Nagar, Pargana Loni, Tehsil & District Ghaziabad. I/we opt to pay the Sale Price of the said Apartment as per the following plan. (Tick any one)

- ❖ Down Payment Plan
- ❖ Installment Payment Plan
- ❖ Construction Linked Plan
- ❖ Flexi Payment Plan

I / We remit/remitted herewith a sum of Rs.....(Rupees).....only) by Cash/DD/Cheque No.....Dateddrawn on..... favouring M/s Carol Infrastructure Pvt. Ltd. being the Booking Amount.

In the event of the Company agreeing to allot to me / us a Apartment I/ we agree to pay all future installments of Basic Sale Price and other charges as per terms & conditions of the allotment herein contained and as per payment plan opted by me/us. I/we have read and understood the terms and conditions of allotment as detailed in House Buyer Agreement, appended to with this application and agree to abide by the same.

If, however I / we fail to pay further installments as aforesaid, the Company shall be entitled to treat this Application as cancelled and to forfeit the Earnest Money as per terms & conditions as of House Buyer Agreement, which I/we shall raise no objection of any kind.

I / We agree that the acceptance of my / our application do not entitle me / us to any right in the Apartment until all payments towards basic sale price and other charges have been paid by me / us in full on or before the due dates.

I / We further agree that I / we shall abide by all the terms and conditions of the Company that are in force or that may be brought into force from time to time, by the Company.

I / We understand that the Company reserves absolute right to accept / reject the present Application without assigning any reason whatsoever.

My / Our particulars are given below:

PARTICULARS OF FIRST / SOLE APPLICANT:

Applicant's Name.....

Father's / Husband's Name.....Occupation.....

Nationality.....Resident Indian Non-Resident Indian

Date of Birth / AgeMarital Status – Married Single

Permanent Address.....

Allottee(s)

Developer's

Address for Correspondence.....
Telephone Nos. Residence.....Office.....
Mobile.....Fax.....E-mail.....
PAN No. * / Income Tax Ward circle No.....

PARTICULARS OF CO-APPLICANT

Co-Applicant's Name.....
Father's / Husband's Name.....Occupation.....
Nationality.....Resident Indian /Non- Resident Indian
Date of Birth / Age Marital Status - Married Single
Permanent Address.....
Address for Correspondence.....
Telephone Nos. ResidenceOffice.....
Mobile.....Fax.....E-mail.....
PAN No. * / Income Tax Ward Circle No.

PARTICULARS OF FIRMS /SOCIETY/TRUST/COMPANIES

Name of the Firm/ Society/Trust/Company.....
Registration No.....E-mail.....
Registered Office
Address Correspondence
Telephone No.....Fax.....
Authorized Signatory (Name).....Father's Name.....
Address
.....
Phone No. (Residence)..... Office.....Mobile No.....
PAN No. * / Income Tax Ward Circle No.....

***Attach Form 60 or 61 as the case may be, if PAN is not available**

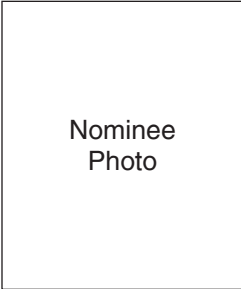
I / We enclose herewith copies of the following documents:

- (i) PAN Card
- (ii) Address Proof (Election Card/Passport/Driving License)
- (iii) Society / Trust /Co.
 - a) Copy of Memorandum & Articles of Association
 - (b) Certificate of Incorporation
 - c) Board's Resolution
 - (d) List of Directors / Trustees
- (iv) Firm
 - a) Copy of Partnership Deed
 - (b) Authority Letter

Bank Name with A/c No..... (For payment / refund)

PARTICULARS OF NOMINEE:

Name..... Guardian's Name.....
Date of Birth/Age Relationship.....Nationality
Address..... Phone No.....



Allottee(s)

Developer's

Apartment Particulars: Deluxe Raw

Flat No. -----, Floor /Block -----, Tower No. -----, Type -----
 Covered Area ----- sq ft., Balcony, Utility & ward robe -----sq ft, Common Area -----sq ft
 Super Area -----sq ft

Cost Details of Apartment/ Flat

| Particular | @ Rate (in Rs.) | Amount (in Rs.) |
|--|-----------------|-----------------|
| (A) Basic Sale Price (BSP) | | |
| (B) Other Charges | | |
| i) PLC | | |
| ii) Power Back-up facilityKVA | | |
| (iii) (IFMS) Interest Free Maintenance Security | | |
| (iv) 2 yrs.Advance Maintenance Charges (AMC). | | |
| (v) 2 yrs. Advance Sinking Fund | | |
| (vi) EMCC(Electronic Meter Connection Charges) on Possession | | |
| (vii) Metro Cess (as and when applicable) | | |
| (viii) Labour Cess | | |
| Total (B)_____ | | |
| _____ | | |
| Grand Total A+B (in Figures) | | |
| Grand Total A+B (in words) | | |

*The Basic Sales Price shall be recomputed on the basis of actual area at the time of possession.

PAYMENT PLANS: (Tick as applicable)

Down Payment Plan

| S. No. | Periodicity | Due Date | Amount (in Rs.) |
|--------|----------------------------|----------|-----------------|
| 1 | Booking Amount | | |
| 2 | Withindays of bookng | | |
| 3 | On offer of Possession | | |
| | | Total | |

Installment Payment Plan

Construction Linked Plan

Flexi Payment Plan

Allottee(s)

Developer's

| S.No. | Installments / Particular | % @ | Due Date | Amount (in Rs.) | Remarks |
|-------|---------------------------|-----|--------------|-----------------|---------|
| 1. | | | | | |
| 2. | | | | | |
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| 17. | | | | | |
| 18. | | | | | |
| 19. | | | | | |
| 20. | | | Total | | |

NOTES:-

1. Registration fees, stamp duty, maintenance security, and other miscellaneous charges shall be borne and paid by the Intending Allottee, as applicable.
2. Service Tax, Vat if any shall be charged extra, as applicable.
3. All taxes, Vat, charges, metro cess or any other cess, whatsoever or of any kind, that may be levied in future shall be borne and paid by the Intending Allottee.
4. Built up area /Super Area is subject to actual confirmation at the time of possession as well as terms & conditions of the House Buyer Agreement.
5. Any rebate for early payment (any) shall be allowed as may be decided by the Company from time to time, at its sole discretion.
6. All payments shall be payable at Ghaziabad / New Delhi only.

Declaration

I/we the above applicants hereby declare that the particulars given are true & correct and nothing has been misrepresented there from.

First/Sole Applicant's Name.....

Signature

Co-applicant's Name.....

Signature.....

For Office Use Only

Marketing Department

- i) Receiving by
- ii) Date.....
- iii) Booking Amount
- iv) Booking Through

Account Department

- i) Receiving Officer
- ii) Date.....
- iii) Checked by
- iv) Receipt No.....

Allottee(s)

Developer's

HOUSE BUYER AGREEMENT

(Containing Terms & Conditions for Allotment of Apartment /House)

This Agreement is made aton thisday of2013

Between

1. M/S Carol Infrastructure Pvt. Ltd., a Company registered under the provisions of the Companies Act, 1956, having its registered office at Parmesh Corporate Towers, 309, 3rd Floor, Plot No. 13, Karkardooma Community Centre, Delhi – 110092 and corporate office at C -22, IIIrd Floor, R.D.C., Raj Nagar, Ghaziabad – 201002, hereinafter referred to as the “Company/Developer” which expression unless repugnant to the context or meaning thereof, shall mean and include its successors-in- interest liquidators and assigns, of the ONE PART.

AND

2. (FOR INDIVIDUALS) (FIRST/SOLE APPLICANT)

1. Mr. / Ms.....S/o Mr.R/o
.....(PAN.....)

(CO-APPLICANT)

2. Mr. / Ms.....S/o Mr.R/o
.....(PAN.....)

(*TO BE FILLED IN CASE OF JOINT ALLOTTEES)

hereinafter/singly/ jointly , as the case may be, referred to as the ‘Allottee’ which expression unless repugnant to the context or meaning thereof, shall mean and include his/her/ their respective legal heirs, executors, administrators, legal representatives, successors and permitted assigns, of the OTHER PART.

(FOR PROPRIETORSHIP FIRM/HUF/PARTNERSHIP FIRMS)

M/S a proprietorship/HUF/ partnership firm, having its registered office at through its proprietor/karta/partner Mr /Ms /.....s/oR/oduly authorized in this behalf, (hereinafter/singly/ jointly , as the case may be, referred to as the ‘Allottee’ which expression unless repugnant to the context or meaning thereof, shall mean and include his/her/ their respective legal heirs, executors, administrators, legal representatives, successors and permitted assigns, of the OTHER PART.

(FOR COMPANY)

M/S a company registered under the provisions of the Companies Act, 1956, having its Registered Office atthrough its Mr./ Ms S/oR/o duly authorized in this behalf, hereinafter referred to as the Allottee which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in- interest and assigns, of the OTHER PART.

(FOR OTHERS)

.....
.....

Hereinafter referred to as the Allottee which expression unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and permitted assigns, of the OTHER PART.

WHEREAS

- A. The Developer is the lawful owner in possession of residential lands bearing khasra no. 891, 892, 893, 895, 548, 549, 551, 553, 557 & 888 having a total area of 71930.19 sq. mtr situated at Village Noor Nagar, Raj Nagar Extension NH-58, Tehsil & District Ghaziabad, UP. (hereinafter referred to as Said Land) having acquired the same through various sale deeds registered in the office of Sub-Registrar, Ghaziabad, U. P. and planned development and construction of a group housing project thereon under the name and style of “River Heights” (hereinafter referred to as Complex/Project).
- B. After getting the lay-out / building plans sanctioned by the Ghaziabad Development Authority (GDA), the Vendor developed the Said Land by developing & constructing thereon the said Group Housing Project comprising several multi—storied buildings/towers having apartments alongwith other common services and facilities being part of the Project, in accordance

Allottee(s)

Developer’s

with the sanctioned plans. The Layout Plan of Group Housing Project is enclosed.

- C. The Developer offered for allotment and sale of the various properties to be constructed in the Said Group Housing to prospective buyer (s) on the terms and conditions broadly and generally contained in the said offer.
- D. The Allottee is hereby applying to the Developer vide Application datedfor the allotment of Flat No..... (along with usage rights of one open/Covered Car Parking) in Tower No.,Floor, comprising Super Built Area (sq. mtrs) (equivalent tosq ft.) which includes Built Up Area (sq. mtrs) (equivalent tosq. ft.), hereinafter referred to as the 'Said House' a layout plan of which is enclosed.
- E. The Allottee has inspected the site, lay-out plans and other documents of the Said Group Housing and has understood and satisfied himself about the rights, title and interest of the Developer in the Said Group Housing. The rules and regulations, laws applicable to the Said Group Housing, terms and conditions of sale /allotment of properties contained in the Said Group Housing and obligations and limitations of the Allottee in respect thereof have been explained by the Developer and understood by the Allottee and there shall not be any objection by the Allottee in this respect in future. The Allottee acknowledges and confirms that the Developer has readily provided all information/clarification as required by him and he has relied solely on his own judgment and investigation in deciding to enter into this Agreement and to purchase the Said House. The Allottee is also aware and acknowledges that the developer has entered or shall be entering into separate agreement with other persons interested in acquiring various other properties in the Said Group Housing that may be adjacent to/ adjoining the Said House desired to be purchased by the Allottee or elsewhere in the Said Group Housing. The Developer has further clarified to the Allottee that this Agreement is confined and limited in its scope only to the Said House agreed to be purchased by the Allottee.
- F. The Developer, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations in this Agreement has accepted in good faith his application to allot a House in the Said Group Housing and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- G. It is categorically stated and so understood by the Parties herein that the transfer of the Said House, under construction, in favour of the Allottee will only be on completion of the construction of the Said Complex in all respects and thereafter by executing and registering a sale deed in respect thereof subject to this agreement.
- H. The Allottee agrees that until Sale Deed is executed and registered, the Company shall continue to be the owner of the Said House and also the Construction thereon and allotment by virtue of this agreement shall not give to the Allottee any rights, title or interest therein.
- I. The Allottee understands that this document is not an agreement to sell. At this stage, there are a number of contingencies and uncertainties regarding final shape of the building, location of the House and its dimensions which may be modified. Hence, after finalization of these matters, the agreement to sell /sale deed shall be executed and got registered as per law applicable on the same terms and conditions.

NOW THIS AGREEMENT WITNESSTH AND PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:-

1. AGREEMENT

- 1.1 In pursuance to the application of the Allottee and the allotment letter issued by the Developer, the Developer agrees to allot the Said House and more particularly detailed hereunder, along with all easementry rights attached therewith and along with the other facilities in the Said Group Housing, to the Allottee and the Allottee agrees to purchase the same from the Developer, subject to the Allottee paying the entire consideration and other charges as per this Agreement, and also fulfilling the conditions and stipulations, as contained hereinafter.

DETAILS OF THE SAID HOUSE

Flat No..... (alongwith usage rights of one open/covered Car Parking) in Tower No.,Floor, comprising Super Built Area (sq. mtrs) (equivalent tosq ft.) which includes Built up area(sq. mtrs) (equivalent tosq ft.) as per layout of flat and quality specifications attached herewith.

Note:- The Super Built area comprises the Built Up Area of the apartment and a certain percentage of the double heights areas or terrace, Entrance Lobby, Corridors, Stair Cases, Lift Shafts/ Lift Core at every level, Lift Lobby and all other Lobbies, Landings etc, Lift Machine Rooms, Generator Rooms, Electrical Rooms and the Rooms built for substations/ transformer, if any, Gas banks, Mumty, Garbage room, Club house, Security room, Indoor Sports Room/s, General Toilets for common Servants/ Maintenance Staff/Drivers, and other common areas.

CAR PARKING

- 1.1 That specific car parking space has been reserved at space no..... (more fully mentioned in the layout of car parking attached herewith) / layout to be enclosed.
- 1.2 That if due to any change in plan and structure the allotted parking space does not come into existence then another parking space out of un-allotted parking spaces will be allotted to the Allottee and the Allottee shall have to accept that replacement/ re-allotment. The Allottee shall not raise any claim for above mentioned change/replacement/ re-allotment
- 1.3 That the Allottee shall not carry out any temporary/ permanent construction or storage of any item in the Parking Space.

Allottee(s)

Developer's

- 1.4 That the said Parking Space is a facility to the Allottee and attached to the Apartment owned by him in the Complex. Therefore the Allottee cannot allot/sell/rent out it further to anybody else. In case said Car Parking Space is not required by the Allottee then the Allottee may surrender the same to the Developer. That the said Parking Space is a facility to the Allottee and the Allottee has no ownership right over it. The Developer can take the same from the Allottee if it is used otherwise or causes public nuisance.
- 1.5 That the Allottee will make available the Parking Space to the maintenance staff for the maintenance of the Water Pipes, Main Hole, Fire Fighting Pipes, Electric Cables, Water Tanks etc. as and when required/ asked for by them.
- 1.6 That the Allottee cannot park his car in the drive-way or any other place except the Parking Space allotted.
- 1.7 That the Allottee shall be held liable in monetary terms for any damage due to any wilful act or negligence caused to the structures/columns/ walls/ floor or any other items.
- 1.8 That this car parking allotment shall automatically run with the further sale of apartment by the apartment owner, no further issuance of fresh car parking allotment will be required to be executed.
- 1.9 That if the Allottee breaches any of the above conditions, the Developer has the right to take back the aforesaid parking space.

2. CONSIDERATION

- 2.1 The Allottee shall pay to the Developer a total consideration of Rs./- (Rs.only) as per payment Plan opted by the Allottee.
- 2.2 It is specifically agreed that 10% of the Basic Selling Price (BSP) shall be the earnest money and shall be liable to be forfeited by the Developer as provided in this Agreement.
- 2.3 The payment, on or before due date, of basic price and other amounts payable by the Allottee as per the payment plan opted by the Allottee or as demanded by the Developer, from time to time, is the essence of this Agreement. In case the Allottee fails to make the payments as aforesaid, the Allottee shall be liable to pay interest thereon @ 18% per annum from the due date of the installment/ payment till the date of actual payment. In case, the Allottee fails to make the payment with interest as aforesaid within a period of 3 months from the said due date, the Developer shall have the right to cancel the allotment and forfeit the Earnest Money. In such circumstances, the Developer shall refund the amounts paid by the Allottee over and above the earnest money, after deducting the interest on delayed payments, any interest paid, due or payable, and any other amount of a non-refundable nature, and the Allottee shall be left with no lien or claim on the said House.
- 2.4 The Allottee hereby authorizes the Developer to forfeit, out of the amounts paid/payable by it, the earnest money, as aforementioned, together with any interest paid, due or payable, any other amount of a non refundable nature, in the event of failure of the Allottee to perform its obligations or fulfill all other terms and conditions stipulated herein or on surrender of the said House.
- 2.5 The Allottee shall make all payments from time to time through cash/ A/c payee Cheque (s)/ Demand Draft(s) in favour of Developer payable at Ghaziabad/New Delhi. The Developer shall be entitled to adjust the amounts paid by the Allottee first towards the interest due, if any.
- 2.6 The Allottee hereby agrees to pay additionally as preferential location charges as stated in the payment Plan and in a manner and within the time as stated therein. The Allottee has specifically agreed that if due to any change in the layout plan, the Said House ceases to be in a preferential location, the Developer shall be liable to refund only the amount of preferential location charges paid by the Allottee, and such refund shall be adjusted in the last installment as stated in the payment Plan. If due to any change in the layout plan, the Said House becomes preferentially located, then the Allottee agrees that it shall be liable to pay additional preferential location charges as applicable and demanded by the Developer.
- 2.7 Notwithstanding that a portion of the Common Area has been considered for the purpose of calculating the Super Built Area of the Said Flat, only the area comprising the Said Flat shall be transferred to the Allottee on the terms herein & the Allottee shall not have any interest, right or title in the Common Areas in any manner whatsoever except the right of user as provided herein.

3. POSSESSION

- 3.1 That a written intimation for Possession of apartment will be sent to the Allottee(s) and a Fit- Out-Period of one quarter will commence from the date of "Offer For Possession ".The Said "Fit-Out- Period" is in order to facilitate the Allottee to comply with the requisite formality viz, obtaining NOC from the accounts department of the company, registration of Sale Deed etc. The installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said Fit-Out- Period and after the registration of sale deed of the apartment only. The final touch will take 20 to 30 days for an individual apartment and the Allottee may get these final installations done in his own presence, if desired. Maintenance charges shall fall due on the expiry of fit-out- period as mentioned in the intimation letter.
- 3.2 That there will be defect liability period of 24 months from the date of offer of possession. The defect liability shall be limited to a major defect in construction (i.e structure). However, air cracks in plaster masonry, wrap page in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Developer shall be co-operative with the Allottee in sorting out the issue.
- 3.3 That the project comprises many Blocks and therefore as soon the construction of a particular Block is completed with all basic

Allottee(s)

Developer's

amenities attached to that block the company will offer the possession of the apartment in that block to the Allottee. The construction of remaining Blocks will be ongoing which can take further time till the completion. However the Allottee shall have to take possession of his/her/their apartment as and when it will be offered to the Allottee and the Allottee shall not refuse to take possession on account of ongoing construction or for any other reason whatsoever.

- 3.4 The tentative date of completion of the construction and possession to the Allottee is on or before with the grace period of six months. If, however, the completion of construction of the Said House is delayed due to force majeure, as described hereinafter, the Developer shall be entitled to reasonable extension of time for handing over possession of the Said House to the Allottee and the aforesaid dates of possession shall be taken to have been extended by the period of delay caused due to force majeure.
- 3.5 If the developer fails to offer the possession even within the above said period, then the Allottee shall be entitled to receive compensation at the rate Rs. 5/- per sq. ft. per month for the delay in possession beyond the aforesaid time limit subject to the condition that the Allottee has not defaulted in making any payments after the date of allotment. The Compensation if any shall be settled at the time of execution of Sale Deed, after which no such claim can be raised whatsoever.
- 3.6 If the Allottee fails to take over possession of the Said House, within the time as specified in the offer, then the Said House shall lie at the risk and cost of the Allottee and the Developer shall have no liability or concern in respect thereof. Further, it is agreed by the Allottee that in the event of its failure to take over the Said House in the manner as aforesaid, the Developer shall have the option to cancel the allotment of the Said House under this House Buyer's 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 Allottee in taking over possession of the Said House in the manner as stated in this clause, on the condition that the Allottee shall pay to the Developer compensation/ holding charges as per company policy or @ Rs. 5/- per sq. ft. of the Super built area of the Said House per month for the entire period of such delay as applicable, and to withhold conveyance or handing over possession of the Said House till the entire compensation, with applicable due interest, if any, at the rates as prescribed in this Agreement, are fully paid. It is made clear and the Allottee agrees that the compensation/ holding charges 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 Allottee agrees that in the event of its failure to take possession of the Said House within the time stipulated by the Developer in its notice, it shall have no right or any claim in respect of any item of work in the Said House it may allege not to have been carried out or completed or in respect of any design, specifications, building materials used or any other reason whatsoever and that it shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Said House.
- 3.7 The Sale deed shall be executed in favour of the Allottee within a reasonable time after receipt of full sale consideration and other charges, if any from the Allottee and compliance of all other requirements under this Agreement and as required by any competent authority in this regard. The Allottee shall be liable to pay the cost of stamp duty, registration charges and other legal and incidental charges that may be applicable at the time of execution and registration of sale deed. The sale deed shall contain the relevant terms and conditions out of this agreement and may contain certain other terms and conditions which may be deemed necessary for the purpose of maintenance of the park and other common facilities and to maintain harmony/camaraderie among the Allottees and to ensure the compliance of applicable provisions of law.
- 3.8 Upon completion of the construction, the Allottee shall be entitled to acquire the Said House, for the consideration alongwith the undivided, and impartibly proportionate interest, (herein after referred to as "Interest in land") in the freehold land underneath the building in proportion to the ratio of the Super Built Area of the Said House to the aggregate Super Built Area of building in which the Said House is located (hereinafter referred to as "the proportion")
- 3.9 The Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if Competent Authority refuses, delays, withholds, denies the grant of necessary approvals for constructions or if any matters, issues relating to such approvals, permissions, notice, notifications by the Competent Authority become subject matter of any litigation or due to any force majeure conditions, the Developer after allotment, is unable to deliver the Said House to Allottee, the Allottee agrees that the Developer if it decides in its sole discretion to refund then it shall be liable only to refund the amount received from him/her without any interest or compensation whatsoever.
- 3.10 It is understood and agreed by and between the Parties that if the lay out plans of the Said Group Housing as seen and accepted by the Allottee are altered and modified by the Developer, the Architect and/or any competent/sanctioning authority before or during the course of development /construction of the Said House, the Allottee agrees that the Developer shall be entitled to effect suitable and necessary alterations/ modifications in the layout plans without any objection/claim from the Allottee and it shall not be necessary on part of the Developer to seek consent of the Allottee for the said purpose. A copy of present layout is attached herewith.
- 3.11 That any alteration / modification as the Developer may deem fit or as directed by any competent authority (ies) resulting +- 3% change in the Super built area of the apartment there will be no extra charge/ claim by the company and the Allottee also shall not be entitled for any refund, However any major alteration/ modification resulting in more than +-3% in Super Built Area of the apartment, any time prior to the possession of the apartment, the company will intimate to the Allottee in writing the changes thereof and the change in the enhanced cost of apartment and the Allottee shall have to pay the amount to the company. The Allottee has to give his consent in writing within 30 days from date of such notice. If any Allottee does not agree to such alteration/modification, then he may opt to surrender his allotment in writing within the aforesaid period of 30 days whereupon, the allotment shall be cancelled and the company will refund the entire money received from the Allottee without any deduction and with interest @12% interest per annum. If no communication is received from the Allottee within the aforesaid period of 30 days,

Allottee(s)

Developer's

it shall be deemed to be the consent of the Allottee. No other claim of the Allottee shall be considered in this regard. It shall always be clear that any alteration/ modification resulting in more than +- 3% change then the demand or refund shall be applicable for the entire area e.g., for a +-4% change the demand or refund shall be applicable for total +- 4% area.

- 3.12 In case the Said House cannot be constructed due to any reasons beyond the control of the Developer, the Developer shall offer an alternate House of the same type, if available, and in the event of non-acceptability by the Allottee or non availability of alternate House, the Developer shall be responsible to refund only the actual amount received from the Allottee till then without any interest and shall not be liable to pay any other amount in the form of damages, compensation or otherwise whatsoever to the Allottee.

4. CHARGES, LEVIES & TAXES

- 4.1 The Developer has calculated the total basic price payable for the sale of the Said House on the basis of plot size/Super built area of the Said House and facilities and infrastructure provided within the Said Group Housing. The basic sale price of the Said House covers development of internal services such as laying of roads, water lines, sewer lines within the peripheral limits of the Said Complex/Group Housing. But it does not include external development charges.
- 4.2 It is agreed between the parties that if any outside services (External and /or peripheral) are provided by any government or local authority for any bigger zone and any charge is levied thereof and/or any other charges levied in any respect to the Said Group Housing, the same shall be payable in addition to the aforesaid price of the Said House and shall be paid pro –rata by the Allottee. Any such charge in the nature of External Development Charges or extra amenities/safety measures with respect to the Said Group Housing shall be charged to and payable by the Allottee on pro-rata basis.
- 4.3 Any charges, levies taxes or fee, which, may be charged, imposed or levied, either on the Said Land, Said Group Housing, Said House or on its construction at any time, in future, by any statutory body, or by the Central/State Government, shall be paid by the Allottee only on pro-rata basis.
- 4.4 The Allottee shall pay Municipal/Property Tax by whatsoever name called, levied or to be levied, by any local or statutory authority, from time to time on the Said House from the date of allotment/possession.
- 4.5 All charges payable to various departments for obtaining service connections to the Said House like electricity, telephone, water, sewer etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Allottee in addition to the price of the Said House.
- 4.6 The Allottee has understood that the external development is to be performed by Government Departments/Authorities and in case of failure of such authorities or department to deliver such external services in time the Developer shall not be responsible.
- 4.7 In case any Allottee of the apartment applies for transfer of the apartment before execution of Sale Deed, then a transfer fee of Rs. 100/- per sq. ft shall be levied. However in case of family members, one transfer shall be free of any transfer fee but any subsequent transfer shall be charged at the aforesaid rates. The family members shall be construed as per the provision of Companies Act 1956.
- 4.8 It is hereby agreed understood and declared that the Sale Deed/ Registry of the apartment shall be executed and registered in favour of Allottee after receipt of the total sale consideration and other charges, agreed herein and other connected expenses /charges i.e. cost of Stamp Duty for registration of the Sale Deed/ Registry, registration charges/fee, miscellaneous expenses and Advocate's legal fees/ charges shall be borne and paid by the Allottee. The Allottee will be responsible and liable for paying deficiency in stamp duty/ penalty/ interest as per the Stamp Act. Any stamp duty and deficiency of stamp thereon imposed by the government/ competent authority over allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the Allottee.

5. MAINTENANCE

- 5.1 The Allottee hereby agrees to enter into a Maintenance Agreement with the Developer or any other association/ agency (hereinafter referred to as the 'Maintenance Agency') as may be appointed /nominated by the Developer from time to time for the up-keep and maintenance of various common services or facilities including the up keep, repairs, security and maintenance etc. of the Said Group Housing and its common areas, infrastructure and service/ amenities therein and the Allottee shall pay the Maintenance Charges as per bills raised by the Maintenance Agency, as and when and in the manner demanded by the Maintenance Agency, from the date of offer of possession, irrespective whether the Allottee is in occupation /possession of the Said House or not. The maintenance charges shall be collected in advance for 12 months at the time of possession. The Allottee hereby undertakes to abide by all the rules, terms and conditions of the maintenance agreement/bylaws of the maintenance agency and any amendments/ modifications therein.
- 5.2 In order to secure due performance of the Allottee in promptly paying the Maintenance charges raised by the Maintenance Agency, the Allottee shall deposit and always keep deposited with the Maintenance Agency the Advance Maintenance Charges and Interest Free Maintenance Security (IFMS), as demanded in the Payment Plan.
- 5.3 In case of failure of the Allottee to pay the maintenance bills and /or other such charges on or before the due date, the Allottee in addition to permitting the Maintenance Agency to deny him/it the maintenance services, also authorizes the Maintenance Agency to adjust such arrears/ dues against the IFMS deposited by the Allottee with the Maintenance Agency. This arrangement shall continue till the maintenance of the Said Group Housing is handed over to the Municipal Authorities or the association of the Allottee/ occupants.
- 5.4 Further, the Maintenance Agency reserves the right to revise maintenance charges/IFMS from time to time in keeping with the

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revision in the cost of maintenance of services and the Allottee agrees to pay such revision as and when demanded by the Maintenance Agency.

6. FORCE-MAJEURE

The Developer shall not be held responsible or liable for not performing any obligation or undertaking provided for in this Agreement if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, action of labour unions, change in law or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer.

7. USAGE

The Developer has disclosed to the Allottee that the use of the Said House is to be made strictly for residential use only and in accordance with the permitted use by the concerned authority and in the manner that the basic character of the Said Group Housing does not get diluted or destroyed. Hence the Allottee agrees and undertakes to use the Said House only for the permitted purposes.

8. THE ALLOTTEE DOES HEREBY COVENANT WITH THE DEVELOPER

- 8.1 To abide by all the rules, terms and conditions of the bye laws of the maintenance agency and all the amendments/modifications therein.
- 8.2 To maintain the Said House and carry out all internal /external repairs therein, at its own costs, without effecting façade and colour scheme, so as to keep and maintain the Said House including the sewers, drains and pipes in the premises and appurtenances thereto, in good tenable state, repair and conditions from the date of taking possession of the same and not do or cause to be done any thing directly or indirectly damage to any common amenity like sewer, water, Electricity amenities, in or to the neighbouring areas or any part of the Said Land/Group Housing in which the Said House is situated which is against the rules, regulations or bye laws of the concerned local authority and/ or co – operative society.
- 8.3 Not to demolish or cause to be demolished the Said House or any part thereof, nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the Said House or any part thereof, or any alterations in the elevation/arcade, closing/covering of the verandah or lounge or balconies and change the outside color scheme of the Said House, without the prior consent, in writing, from the Developer and /or resulting in any deviation of the sanctioned plans and shall not or in any other manner damage the columns, beams, walls, stalls or RCC Parapet or carry out other structural alterations in the Said House.
- 8.4 The Allottee shall not sink, drill, install and /or commission any well borewell/ tubewell within the Said House or anywhere outside the area of the Said House allotted to him/it.
- 8.5 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said House in any part of the Said Group Housing or any portion of the Said Land.
- 8.6 To permit the Developer, on prior intimation, and their servants and agents, whether with or without workmen, at all reasonable times, to enter into and upon the Said House or any part thereof, to view and examine the state and condition thereof.
- 8.7 Not to sell, transfer, let, sub-let, assign or otherwise part with the possession of the Said House or the interest/benefit under this Agreement, unless with prior written consent/ No objection Certificate of the Developer/ Maintenance Agency under this Agreement .
- 8.8 Not to create any encumbrance or lien on any rights, accruing to him herein, without prior written permission of the Developer.
- 8.9 To use the Said House only for residential purposes.
- 8.10 To insure the Said House against fire or any other contingency.
- 8.11 Use the Said House in the manner, which shall not be or is likely to be of nuisance, annoyance or disturbance to other occupants in the Said Group Housing.
- 8.12 Not to store any goods of hazardous or combustible nature in the Said House.
- 8.13 To keep the Developer/ Maintenance Agency harmless and indemnified against all losses/ damages/ claims which may be caused or arise due to any act, conduct and /or negligence of the Allottee.
- 8.14 Not to do or cause to be done any act in contravention with the terms and conditions of this Agreement and the applicable statutory rules and regulations.
- 8.15 The Allottee before taking possession of the Said House shall completely satisfy himself regarding the construction, facilities and amenities in respect thereof and hereby agree not to raise any dispute on such account thereafter either individually and or by joining as member(s) in the society and or otherwise, in any capacity. The Allottee after taking possession of the Said House, shall make no claim against the Developer in respect of any item of work in the house, which may be said not to have been carried out or for non-compliance of any designs, specifications, building material or any other reason whatsoever.

9. COVENANTS OF THE DEVELOPER

- 9.1 Subject to the rights of the Allottee herein contained in respect of the Said House, the Developer shall be at liberty to sell, assign, transfer or otherwise deal with other properties contained in the Said Group Housing, provided that the Developer shall not in

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Developer's

any way affect or prejudice the rights hereby granted in favour of the Allottee.

- 9.2 The Developer hereby agrees, undertakes and covenants that it shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interest, privileges or authorities reserved by, or retained or granted to the Allottee under this Agreement, save and except as otherwise specifically provided herein.
- 9.3 At its sole and absolute discretion, the Developer may start construction/ development/renovations on any part of the Said Land/Group Housing including wings thereof or may postpone such construction thereof. The Allottee under no circumstances shall stop or take any steps to stop, such construction on the ground of nuisance, disturbances, or for other reasons of any nature whatsoever.
- 9.4 The Allottee hereby authorises and permits the Developer to raise finance/loan from any Financial Institution / by way of mortgage/ charge/ securitization of the Said Land/ Said House allotted to it subject to the same being free of such encumbrances at the time of execution of Sale Deed.
- 9.5 The Developer hereby covenants with the Allottee that in case, due to any unforeseen event not covered by clause 6, the Developer is not in a position to hand over the possession at all, the Allottee shall be entitled to the refund of amount received by the Developer.

10. WAIVER

No waiver of any breach of any prior provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

11. MISCELLANEOUS

- 11.1 No further intimation/call/notice regarding payments need to be sent by the Developer and it will be the responsibility of the Allottee to adhere strictly to the Schedule of Payment.
- 11.2 The Developer may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee to get the name of a person nominated by him/her substituted in his/her place subject to such terms and conditions and charges as the Developer may impose and on payment of transfer fee of Rs. 100/- per sq. ft or such transfer fee as may be prescribed by the Developer. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations including obtaining of the No objection Certificate (NOC) from the Maintenance Agency. In the event of any imposition of executive instructions, at any time after the execution of this Agreement, to restrict nomination/ transfer/ assignment by any authority, the Developer will have to comply with the same and the Allottee has specifically noted the same.
- 11.3 In case of the Allottee being an NRI or a foreign national, the observance of the provisions of the Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other law as may be prevailing and applicable shall be the responsibility of the Allottee and it shall be the responsibility of the Allottee to provide the Developer with such permissions, approvals which would enable the Developer to fulfil its obligations under this Agreement.
- 11.4 The Allottee understands and agrees that in the event of any failure on his/ its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/it shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee shall keep the Developer fully indemnified and harmless in this regard.
- 11.5 The Allottee shall be required to apply for the membership of the club, gymnasium, health spa, meditation centre, swimming pool etc. and other such services as and when provided in the Said Group Housing and shall abide by all the rules, terms and conditions of the bye laws of respective club/facility centre and shall be liable to pay to the Developer or its nominated agency such membership fee and charges as may be demanded for the same. It is made clear by the Developer and fully understood by the Allottee that the Allottee, as such or by virtue of this Agreement, will have no right, title or interest in any land/ buildings/ common areas or any part thereof outside the Said House and /or any facilities, amenities, services including schools, shops, club, dispensary, gardens, etc, as may be provided in the Said Group Housing.
- 11.6 In the event of breach or default by the Allottee of any of the covenants contained herein, the Developer shall be under an obligation to issue a notice calling upon the Allottee to rectify the Default within a period 7 days from the date of the notice. The Allottee, immediately upon notice of such Default, shall be under an obligation to rectify/ remove the Default within the said Notice period and inform the Developer of such rectification or removal of breach of default by a written notice.
- 11.7 Foreign Allottee: The Allottee, if resident outside India or if not an Indian National or citizen, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 and any other law for remittance of payment (s) and for acquisition of the immovable property in India. The Allottee shall furnish the required declaration that it is complying with such necessary legal formalities in the format prescribed by the Company.
- 11.8 That the applicant & co- applicant (if any) will have equal share in the apartment and in case of death of any of them the booking will continue in the name of surviving applicant and nominee of the deceased. If no nominee has been appointed then the holding will continue in the name of surviving applicant and legal heir of the deceased on production of inheritance certificate from the competent court. Similarly in divorce case or where a dispute arises between applicants the booking will continue only after providing consent in writing by them or on production of court order settling the dispute. The interest over the delayed payment shall be charged and the dispute whatsoever stated above shall not have any effect on that.

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12. INDEMNIFICATION

- 12.1 Allottee(s) hereby undertakes to keep and hold the Developer indemnified and harmless against all costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by the Developer or made or taken against the Developer, which are directly or indirectly arising out of breach of this Agreement or breach of representations and warranties made by the Allottee or by any act or omission, negligence or fault of the Allottee(s), misrepresentations or wilful misconduct, or due to non-compliance violations or non-compliance of any amicable laws, rules, procedures or any other laws, rules, regulations or directions, policies, guidelines and the like in respect of compliance of the items of this Agreement or otherwise.
- 12.2 The Allottee agrees and understands that the employees, officials and/or any other authorized person of the Developer shall provide necessary and relevant assistance for completing the procedural formalities in executing the Buyer's Agreement. However, the Allottee understands that such assistance rendered by the Developer's employees, officials and or any other authorized person shall be provided for and in no way be responsible in their individual capacity. The Allottee agrees and undertakes to indemnify and keep and hold the employees, officials and or authorized person harmless and indemnified from any loss, arising out, in relation or in connection of rendering such assistance.

13. NOTICE

All notices referred to in this Agreement and all communications shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by Registered Post or Speed Post at their respective addresses specified. It shall be the duty of the Allottee to inform the Developer of any change subsequent to the execution of this Agreement in the address by Registered/ Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee(s).

14. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

- 14.1 This Agreement shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of India. 14.2 The Court at Ghaziabad alone shall have sole jurisdiction in all matters arising out of and/ or concerning this Agreement.
- 14.3 Any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Developer and the Allottee raising the dispute. In the event of disputes, claim and/ or differences not being amicably resolved such dispute shall be referred to Confederation of Real Estate Developers Associations of India (CREDAI) for arbitration. The proceedings of the Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended from time to time, or any rules made there under. The Allottee hereby gives his consent to the appointment of the sole arbitrator as specified herein above and waives any objections that he may have to such appointment or to the award that may be given by the Arbitrator. The venue of the Arbitration shall be Ghaziabad, U.P, India and language of arbitration shall be English. It is hereby clarified that during the arbitration proceedings the Company and the Allottee shall continue to perform their respective rights and obligations under the Allotment.
- 15. If any provision of these terms and Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect
- 16. The terms and conditions of this Agreement shall prevail upon all the terms and conditions mentioned in any other publicity, document or other communication to the extent the same is contrary to present Agreement. The contents of the Agreement have been explained to the executant (s) in their vernacular language which they have duly understood.

IN WITNESS WHEREOF the Parties have set their hands to this Agreement at Ghaziabad on the day, month & year first above written and in the presence of the following witnesses.

Date:-

Place:-

Developer's Signature

Allottee's Signature.....

Witness

1.

2.

Enclosed:-

- 1- Layout of Group Housing/Group Housing Project.
- 2- Layout of Flat/Apartment
- 3- Quality Specifications.
- 4- Layout of Car Parking.

Allottee(s)

Developer's

HOUSE BUYER AGREEMENT

(Containing Terms & Conditions for Allotment of Apartment /House)

This Agreement is made aton thisday of2013

Between

1. M/S Carol Infrastructure Pvt. Ltd., a Company registered under the provisions of the Companies Act, 1956, having its registered office at Parmesh Corporate Towers, 309, 3rd Floor, Plot No. 13, Karkardooma Community Centre, Delhi – 110092 and corporate office at C -22, IIIrd Floor, R.D.C., Raj Nagar, Ghaziabad – 201002, hereinafter referred to as the “Company/Developer” which expression unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest liquidators and assigns, of the ONE PART.

AND

2. (FOR INDIVIDUALS) (FIRST/SOLE APPLICANT)

1. Mr. / Ms.....S/o Mr.R/o
.....(PAN.....)

(CO-APPLICANT)

2. Mr. / Ms.....S/o Mr.R/o
.....(PAN.....)

(*TO BE FILLED IN CASE OF JOINT ALLOTTEES)

hereinafter/singly/ jointly , as the case may be, referred to as the ‘Allottee’ which expression unless repugnant to the context or meaning thereof, shall mean and include his/her/ their respective legal heirs, executors, administrators, legal representatives, successors and permitted assigns, of the OTHER PART.

(FOR PROPRIETORSHIP FIRM/HUF/PARTNERSHIP FIRMS)

M/S a proprietorship/HUF/ partnership firm, having its registered office at through its proprietor/karta/partner Mr /Ms /.....s/oR/oduly authorized in this behalf, (hereinafter/singly/ jointly , as the case may be, referred to as the ‘Allottee’ which expression unless repugnant to the context or meaning thereof, shall mean and include his/her/ their respective legal heirs, executors, administrators, legal representatives, successors and permitted assigns, of the OTHER PART.

(FOR COMPANY)

M/S a company registered under the provisions of the Companies Act, 1956, having its Registered Office atthrough its Mr./ Ms S/oR/o duly authorized in this behalf, hereinafter referred to as the Allottee which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and assigns, of the OTHER PART.

(FOR OTHERS)

.....
.....

Hereinafter referred to as the Allottee which expression unless repugnant to the context or meaning thereof, shall mean and include its successors-in-interest and permitted assigns, of the OTHER PART.

WHEREAS

- A. The Developer is the lawful owner in possession of residential lands bearing khasra no. 891, 892, 893, 895, 548, 549, 551, 553, 557 & 888 having a total area of 71930.19 sq. mtr situated at Village Noor Nagar, Raj Nagar Extension NH-58, Tehsil & District Ghaziabad, UP. (hereinafter referred to as Said Land) having acquired the same through various sale deeds registered in the office of Sub-Registrar, Ghaziabad, U. P. and planned development and construction of a group housing project thereon under the name and style of “River Heights” (hereinafter referred to as Complex/Project).
- B. After getting the lay-out / building plans sanctioned by the Ghaziabad Development Authority (GDA), the Vendor developed the Said Land by developing & constructing thereon the said Group Housing Project comprising several multi—storied buildings/towers having apartments alongwith other common services and facilities being part of the Project, in accordance

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with the sanctioned plans. The Layout Plan of Group Housing Project is enclosed.

- C. The Developer offered for allotment and sale of the various properties to be constructed in the Said Group Housing to prospective buyer (s) on the terms and conditions broadly and generally contained in the said offer.
- D. The Allottee is hereby applying to the Developer vide Application datedfor the allotment of Flat No..... (along with usage rights of one open/Covered Car Parking) in Tower No.,Floor, comprising Super Built Area (sq. mtrs) (equivalent tosq ft.) which includes Built Up Area (sq. mtrs) (equivalent tosq. ft.), hereinafter referred to as the 'Said House' a layout plan of which is enclosed.
- E. The Allottee has inspected the site, lay-out plans and other documents of the Said Group Housing and has understood and satisfied himself about the rights, title and interest of the Developer in the Said Group Housing. The rules and regulations, laws applicable to the Said Group Housing, terms and conditions of sale /allotment of properties contained in the Said Group Housing and obligations and limitations of the Allottee in respect thereof have been explained by the Developer and understood by the Allottee and there shall not be any objection by the Allottee in this respect in future. The Allottee acknowledges and confirms that the Developer has readily provided all information/clarification as required by him and he has relied solely on his own judgment and investigation in deciding to enter into this Agreement and to purchase the Said House. The Allottee is also aware and acknowledges that the developer has entered or shall be entering into separate agreement with other persons interested in acquiring various other properties in the Said Group Housing that may be adjacent to/ adjoining the Said House desired to be purchased by the Allottee or elsewhere in the Said Group Housing. The Developer has further clarified to the Allottee that this Agreement is confined and limited in its scope only to the Said House agreed to be purchased by the Allottee.
- F. The Developer, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations in this Agreement has accepted in good faith his application to allot a House in the Said Group Housing and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- G. It is categorically stated and so understood by the Parties herein that the transfer of the Said House, under construction, in favour of the Allottee will only be on completion of the construction of the Said Complex in all respects and thereafter by executing and registering a sale deed in respect thereof subject to this agreement.
- H. The Allottee agrees that until Sale Deed is executed and registered, the Company shall continue to be the owner of the Said House and also the Construction thereon and allotment by virtue of this agreement shall not give to the Allottee any rights, title or interest therein.
- I. The Allottee understands that this document is not an agreement to sell. At this stage, there are a number of contingencies and uncertainties regarding final shape of the building, location of the House and its dimensions which may be modified. Hence, after finalization of these matters, the agreement to sell /sale deed shall be executed and got registered as per law applicable on the same terms and conditions.

NOW THIS AGREEMENT WITNESSTH AND PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:-

1. AGREEMENT

- 1.1 In pursuance to the application of the Allottee and the allotment letter issued by the Developer, the Developer agrees to allot the Said House and more particularly detailed hereunder, along with all easementry rights attached therewith and along with the other facilities in the Said Group Housing, to the Allottee and the Allottee agrees to purchase the same from the Developer, subject to the Allottee paying the entire consideration and other charges as per this Agreement, and also fulfilling the conditions and stipulations, as contained hereinafter.

DETAILS OF THE SAID HOUSE

Flat No..... (alongwith usage rights of one open/covered Car Parking) in Tower No.,Floor, comprising Super Built Area (sq. mtrs) (equivalent tosq ft.) which includes Built up area(sq. mtrs) (equivalent tosq ft.) as per layout of flat and quality specifications attached herewith.

Note:- The Super Built area comprises the Built Up Area of the apartment and a certain percentage of the double heights areas or terrace, Entrance Lobby, Corridors, Stair Cases, Lift Shafts/ Lift Core at every level, Lift Lobby and all other Lobbies, Landings etc, Lift Machine Rooms, Generator Rooms, Electrical Rooms and the Rooms built for substations/ transformer, if any, Gas banks, Mumty, Garbage room, Club house, Security room, Indoor Sports Room/s, General Toilets for common Servants/ Maintenance Staff/Drivers, and other common areas.

CAR PARKING

- 1.1 That specific car parking space has been reserved at space no..... (more fully mentioned in the layout of car parking attached herewith) / layout to be enclosed.
- 1.2 That if due to any change in plan and structure the allotted parking space does not come into existence then another parking space out of un-allotted parking spaces will be allotted to the Allottee and the Allottee shall have to accept that replacement/ re-allotment. The Allottee shall not raise any claim for above mentioned change/replacement/ re-allotment
- 1.3 That the Allottee shall not carry out any temporary/ permanent construction or storage of any item in the Parking Space.

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- 1.4 That the said Parking Space is a facility to the Allottee and attached to the Apartment owned by him in the Complex. Therefore the Allottee cannot allot/sell/rent out it further to anybody else. In case said Car Parking Space is not required by the Allottee then the Allottee may surrender the same to the Developer. That the said Parking Space is a facility to the Allottee and the Allottee has no ownership right over it. The Developer can take the same from the Allottee if it is used otherwise or causes public nuisance.
- 1.5 That the Allottee will make available the Parking Space to the maintenance staff for the maintenance of the Water Pipes, Main Hole, Fire Fighting Pipes, Electric Cables, Water Tanks etc. as and when required/ asked for by them.
- 1.6 That the Allottee cannot park his car in the drive-way or any other place except the Parking Space allotted.
- 1.7 That the Allottee shall be held liable in monetary terms for any damage due to any wilful act or negligence caused to the structures/columns/ walls/ floor or any other items.
- 1.8 That this car parking allotment shall automatically run with the further sale of apartment by the apartment owner, no further issuance of fresh car parking allotment will be required to be executed.
- 1.9 That if the Allottee breaches any of the above conditions, the Developer has the right to take back the aforesaid parking space.

2. CONSIDERATION

- 2.1 The Allottee shall pay to the Developer a total consideration of Rs./- (Rs.only) as per payment Plan opted by the Allottee.
- 2.2 It is specifically agreed that 10% of the Basic Selling Price (BSP) shall be the earnest money and shall be liable to be forfeited by the Developer as provided in this Agreement.
- 2.3 The payment, on or before due date, of basic price and other amounts payable by the Allottee as per the payment plan opted by the Allottee or as demanded by the Developer, from time to time, is the essence of this Agreement. In case the Allottee fails to make the payments as aforesaid, the Allottee shall be liable to pay interest thereon @ 18% per annum from the due date of the installment/ payment till the date of actual payment. In case, the Allottee fails to make the payment with interest as aforesaid within a period of 3 months from the said due date, the Developer shall have the right to cancel the allotment and forfeit the Earnest Money. In such circumstances, the Developer shall refund the amounts paid by the Allottee over and above the earnest money, after deducting the interest on delayed payments, any interest paid, due or payable, and any other amount of a non-refundable nature, and the Allottee shall be left with no lien or claim on the said House.
- 2.4 The Allottee hereby authorizes the Developer to forfeit, out of the amounts paid/payable by it, the earnest money, as aforementioned, together with any interest paid, due or payable, any other amount of a non refundable nature, in the event of failure of the Allottee to perform its obligations or fulfill all other terms and conditions stipulated herein or on surrender of the said House.
- 2.5 The Allottee shall make all payments from time to time through cash/ A/c payee Cheque (s)/ Demand Draft(s) in favour of Developer payable at Ghaziabad/New Delhi. The Developer shall be entitled to adjust the amounts paid by the Allottee first towards the interest due, if any.
- 2.6 The Allottee hereby agrees to pay additionally as preferential location charges as stated in the payment Plan and in a manner and within the time as stated therein. The Allottee has specifically agreed that if due to any change in the layout plan, the Said House ceases to be in a preferential location, the Developer shall be liable to refund only the amount of preferential location charges paid by the Allottee, and such refund shall be adjusted in the last installment as stated in the payment Plan. If due to any change in the layout plan, the Said House becomes preferentially located, then the Allottee agrees that it shall be liable to pay additional preferential location charges as applicable and demanded by the Developer.
- 2.7 Notwithstanding that a portion of the Common Area has been considered for the purpose of calculating the Super Built Area of the Said Flat, only the area comprising the Said Flat shall be transferred to the Allottee on the terms herein & the Allottee shall not have any interest, right or title in the Common Areas in any manner whatsoever except the right of user as provided herein.

3. POSSESSION

- 3.1 That a written intimation for Possession of apartment will be sent to the Allottee(s) and a Fit- Out-Period of one quarter will commence from the date of "Offer For Possession ".The Said "Fit-Out- Period" is in order to facilitate the Allottee to comply with the requisite formality viz, obtaining NOC from the accounts department of the company, registration of Sale Deed etc. The installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said Fit-Out- Period and after the registration of sale deed of the apartment only. The final touch will take 20 to 30 days for an individual apartment and the Allottee may get these final installations done in his own presence, if desired. Maintenance charges shall fall due on the expiry of fit-out- period as mentioned in the intimation letter.
- 3.2 That there will be defect liability period of 24 months from the date of offer of possession. The defect liability shall be limited to a major defect in construction (i.e structure). However, air cracks in plaster masonry, wrap page in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Developer shall be co-operative with the Allottee in sorting out the issue.
- 3.3 That the project comprises many Blocks and therefore as soon the construction of a particular Block is completed with all basic

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amenities attached to that block the company will offer the possession of the apartment in that block to the Allottee. The construction of remaining Blocks will be ongoing which can take further time till the completion. However the Allottee shall have to take possession of his/her/their apartment as and when it will be offered to the Allottee and the Allottee shall not refuse to take possession on account of ongoing construction or for any other reason whatsoever.

- 3.4 The tentative date of completion of the construction and possession to the Allottee is on or before with the grace period of six months. If, however, the completion of construction of the Said House is delayed due to force majeure, as described hereinafter, the Developer shall be entitled to reasonable extension of time for handing over possession of the Said House to the Allottee and the aforesaid dates of possession shall be taken to have been extended by the period of delay caused due to force majeure.
- 3.5 If the developer fails to offer the possession even within the above said period, then the Allottee shall be entitled to receive compensation at the rate Rs. 5/- per sq. ft. per month for the delay in possession beyond the aforesaid time limit subject to the condition that the Allottee has not defaulted in making any payments after the date of allotment. The Compensation if any shall be settled at the time of execution of Sale Deed, after which no such claim can be raised whatsoever.
- 3.6 If the Allottee fails to take over possession of the Said House, within the time as specified in the offer, then the Said House shall lie at the risk and cost of the Allottee and the Developer shall have no liability or concern in respect thereof. Further, it is agreed by the Allottee that in the event of its failure to take over the Said House in the manner as aforesaid, the Developer shall have the option to cancel the allotment of the Said House under this House Buyer's 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 Allottee in taking over possession of the Said House in the manner as stated in this clause, on the condition that the Allottee shall pay to the Developer compensation/ holding charges as per company policy or @ Rs. 5/- per sq. ft. of the Super built area of the Said House per month for the entire period of such delay as applicable, and to withhold conveyance or handing over possession of the Said House till the entire compensation, with applicable due interest, if any, at the rates as prescribed in this Agreement, are fully paid. It is made clear and the Allottee agrees that the compensation/ holding charges 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 Allottee agrees that in the event of its failure to take possession of the Said House within the time stipulated by the Developer in its notice, it shall have no right or any claim in respect of any item of work in the Said House it may allege not to have been carried out or completed or in respect of any design, specifications, building materials used or any other reason whatsoever and that it shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the Said House.
- 3.7 The Sale deed shall be executed in favour of the Allottee within a reasonable time after receipt of full sale consideration and other charges, if any from the Allottee and compliance of all other requirements under this Agreement and as required by any competent authority in this regard. The Allottee shall be liable to pay the cost of stamp duty, registration charges and other legal and incidental charges that may be applicable at the time of execution and registration of sale deed. The sale deed shall contain the relevant terms and conditions out of this agreement and may contain certain other terms and conditions which may be deemed necessary for the purpose of maintenance of the park and other common facilities and to maintain harmony/camaraderie among the Allottees and to ensure the compliance of applicable provisions of law.
- 3.8 Upon completion of the construction, the Allottee shall be entitled to acquire the Said House, for the consideration alongwith the undivided, and impartibly proportionate interest, (herein after referred to as "Interest in land") in the freehold land underneath the building in proportion to the ratio of the Super Built Area of the Said House to the aggregate Super Built Area of building in which the Said House is located (hereinafter referred to as "the proportion")
- 3.9 The Allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if Competent Authority refuses, delays, withholds, denies the grant of necessary approvals for constructions or if any matters, issues relating to such approvals, permissions, notice, notifications by the Competent Authority become subject matter of any litigation or due to any force majeure conditions, the Developer after allotment, is unable to deliver the Said House to Allottee, the Allottee agrees that the Developer if it decides in its sole discretion to refund then it shall be liable only to refund the amount received from him/her without any interest or compensation whatsoever.
- 3.10 It is understood and agreed by and between the Parties that if the lay out plans of the Said Group Housing as seen and accepted by the Allottee are altered and modified by the Developer, the Architect and/or any competent/sanctioning authority before or during the course of development /construction of the Said House, the Allottee agrees that the Developer shall be entitled to effect suitable and necessary alterations/ modifications in the layout plans without any objection/claim from the Allottee and it shall not be necessary on part of the Developer to seek consent of the Allottee for the said purpose. A copy of present layout is attached herewith.
- 3.11 That any alteration / modification as the Developer may deem fit or as directed by any competent authority (ies) resulting +- 3% change in the Super built area of the apartment there will be no extra charge/ claim by the company and the Allottee also shall not be entitled for any refund, However any major alteration/ modification resulting in more than +-3% in Super Built Area of the apartment, any time prior to the possession of the apartment, the company will intimate to the Allottee in writing the changes thereof and the change in the enhanced cost of apartment and the Allottee shall have to pay the amount to the company. The Allottee has to give his consent in writing within 30 days from date of such notice. If any Allottee does not agree to such alteration/modification, then he may opt to surrender his allotment in writing within the aforesaid period of 30 days whereupon, the allotment shall be cancelled and the company will refund the entire money received from the Allottee without any deduction and with interest @12% interest per annum. If no communication is received from the Allottee within the aforesaid period of 30 days,

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it shall be deemed to be the consent of the Allottee. No other claim of the Allottee shall be considered in this regard. It shall always be clear that any alteration/ modification resulting in more than +- 3% change then the demand or refund shall be applicable for the entire area e.g., for a +-4% change the demand or refund shall be applicable for total +- 4% area.

- 3.12 In case the Said House cannot be constructed due to any reasons beyond the control of the Developer, the Developer shall offer an alternate House of the same type, if available, and in the event of non-acceptability by the Allottee or non availability of alternate House, the Developer shall be responsible to refund only the actual amount received from the Allottee till then without any interest and shall not be liable to pay any other amount in the form of damages, compensation or otherwise whatsoever to the Allottee.

4. CHARGES, LEVIES & TAXES

- 4.1 The Developer has calculated the total basic price payable for the sale of the Said House on the basis of plot size/Super built area of the Said House and facilities and infrastructure provided within the Said Group Housing. The basic sale price of the Said House covers development of internal services such as laying of roads, water lines, sewer lines within the peripheral limits of the Said Complex/Group Housing. But it does not include external development charges.
- 4.2 It is agreed between the parties that if any outside services (External and /or peripheral) are provided by any government or local authority for any bigger zone and any charge is levied thereof and/or any other charges levied in any respect to the Said Group Housing, the same shall be payable in addition to the aforesaid price of the Said House and shall be paid pro –rata by the Allottee. Any such charge in the nature of External Development Charges or extra amenities/safety measures with respect to the Said Group Housing shall be charged to and payable by the Allottee on pro-rata basis.
- 4.3 Any charges, levies taxes or fee, which, may be charged, imposed or levied, either on the Said Land, Said Group Housing, Said House or on its construction at any time, in future, by any statutory body, or by the Central/State Government, shall be paid by the Allottee only on pro-rata basis.
- 4.4 The Allottee shall pay Municipal/Property Tax by whatsoever name called, levied or to be levied, by any local or statutory authority, from time to time on the Said House from the date of allotment/possession.
- 4.5 All charges payable to various departments for obtaining service connections to the Said House like electricity, telephone, water, sewer etc., including security deposits for sanction and release of such connection as well as informal charges pertaining thereto will be payable by the Allottee in addition to the price of the Said House.
- 4.6 The Allottee has understood that the external development is to be performed by Government Departments/Authorities and in case of failure of such authorities or department to deliver such external services in time the Developer shall not be responsible.
- 4.7 In case any Allottee of the apartment applies for transfer of the apartment before execution of Sale Deed, then a transfer fee of Rs. 100/- per sq. ft shall be levied. However in case of family members, one transfer shall be free of any transfer fee but any subsequent transfer shall be charged at the aforesaid rates. The family members shall be construed as per the provision of Companies Act 1956.
- 4.8 It is hereby agreed understood and declared that the Sale Deed/ Registry of the apartment shall be executed and registered in favour of Allottee after receipt of the total sale consideration and other charges, agreed herein and other connected expenses /charges i.e. cost of Stamp Duty for registration of the Sale Deed/ Registry, registration charges/fee, miscellaneous expenses and Advocate's legal fees/ charges shall be borne and paid by the Allottee. The Allottee will be responsible and liable for paying deficiency in stamp duty/ penalty/ interest as per the Stamp Act. Any stamp duty and deficiency of stamp thereon imposed by the government/ competent authority over allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the Allottee.

5. MAINTENANCE

- 5.1 The Allottee hereby agrees to enter into a Maintenance Agreement with the Developer or any other association/ agency (hereinafter referred to as the 'Maintenance Agency') as may be appointed /nominated by the Developer from time to time for the up-keep and maintenance of various common services or facilities including the up keep, repairs, security and maintenance etc. of the Said Group Housing and its common areas, infrastructure and service/ amenities therein and the Allottee shall pay the Maintenance Charges as per bills raised by the Maintenance Agency, as and when and in the manner demanded by the Maintenance Agency, from the date of offer of possession, irrespective whether the Allottee is in occupation /possession of the Said House or not. The maintenance charges shall be collected in advance for 12 months at the time of possession. The Allottee hereby undertakes to abide by all the rules, terms and conditions of the maintenance agreement/bylaws of the maintenance agency and any amendments/ modifications therein.
- 5.2 In order to secure due performance of the Allottee in promptly paying the Maintenance charges raised by the Maintenance Agency, the Allottee shall deposit and always keep deposited with the Maintenance Agency the Advance Maintenance Charges and Interest Free Maintenance Security (IFMS), as demanded in the Payment Plan.
- 5.3 In case of failure of the Allottee to pay the maintenance bills and /or other such charges on or before the due date, the Allottee in addition to permitting the Maintenance Agency to deny him/it the maintenance services, also authorizes the Maintenance Agency to adjust such arrears/ dues against the IFMS deposited by the Allottee with the Maintenance Agency. This arrangement shall continue till the maintenance of the Said Group Housing is handed over to the Municipal Authorities or the association of the Allottee/ occupants.
- 5.4 Further, the Maintenance Agency reserves the right to revise maintenance charges/IFMS from time to time in keeping with the

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revision in the cost of maintenance of services and the Allottee agrees to pay such revision as and when demanded by the Maintenance Agency.

6. FORCE-MAJEURE

The Developer shall not be held responsible or liable for not performing any obligation or undertaking provided for in this Agreement if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, action of labour unions, change in law or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer.

7. USAGE

The Developer has disclosed to the Allottee that the use of the Said House is to be made strictly for residential use only and in accordance with the permitted use by the concerned authority and in the manner that the basic character of the Said Group Housing does not get diluted or destroyed. Hence the Allottee agrees and undertakes to use the Said House only for the permitted purposes.

8. THE ALLOTTEE DOES HEREBY COVENANT WITH THE DEVELOPER

- 8.1 To abide by all the rules, terms and conditions of the bye laws of the maintenance agency and all the amendments/modifications therein.
- 8.2 To maintain the Said House and carry out all internal /external repairs therein, at its own costs, without effecting façade and colour scheme, so as to keep and maintain the Said House including the sewers, drains and pipes in the premises and appurtenances thereto, in good tenable state, repair and conditions from the date of taking possession of the same and not do or cause to be done any thing directly or indirectly damage to any common amenity like sewer, water, Electricity amenities, in or to the neighbouring areas or any part of the Said Land/Group Housing in which the Said House is situated which is against the rules, regulations or bye laws of the concerned local authority and/ or co – operative society.
- 8.3 Not to demolish or cause to be demolished the Said House or any part thereof, nor at any time make or cause to be made any additions or alterations of whatsoever nature in or to the Said House or any part thereof, or any alterations in the elevation/arcade, closing/covering of the verandah or lounge or balconies and change the outside color scheme of the Said House, without the prior consent, in writing, from the Developer and /or resulting in any deviation of the sanctioned plans and shall not or in any other manner damage the columns, beams, walls, stalls or RCC Parapet or carry out other structural alterations in the Said House.
- 8.4 The Allottee shall not sink, drill, install and /or commission any well borewell/ tubewell within the Said House or anywhere outside the area of the Said House allotted to him/it.
- 8.5 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said House in any part of the Said Group Housing or any portion of the Said Land.
- 8.6 To permit the Developer, on prior intimation, and their servants and agents, whether with or without workmen, at all reasonable times, to enter into and upon the Said House or any part thereof, to view and examine the state and condition thereof.
- 8.7 Not to sell, transfer, let, sub-let, assign or otherwise part with the possession of the Said House or the interest/benefit under this Agreement, unless with prior written consent/ No objection Certificate of the Developer/ Maintenance Agency under this Agreement .
- 8.8 Not to create any encumbrance or lien on any rights, accruing to him herein, without prior written permission of the Developer.
- 8.9 To use the Said House only for residential purposes.
- 8.10 To insure the Said House against fire or any other contingency.
- 8.11 Use the Said House in the manner, which shall not be or is likely to be of nuisance, annoyance or disturbance to other occupants in the Said Group Housing.
- 8.12 Not to store any goods of hazardous or combustible nature in the Said House.
- 8.13 To keep the Developer/ Maintenance Agency harmless and indemnified against all losses/ damages/ claims which may be caused or arise due to any act, conduct and /or negligence of the Allottee.
- 8.14 Not to do or cause to be done any act in contravention with the terms and conditions of this Agreement and the applicable statutory rules and regulations.
- 8.15 The Allottee before taking possession of the Said House shall completely satisfy himself regarding the construction, facilities and amenities in respect thereof and hereby agree not to raise any dispute on such account thereafter either individually and or by joining as member(s) in the society and or otherwise, in any capacity. The Allottee after taking possession of the Said House, shall make no claim against the Developer in respect of any item of work in the house, which may be said not to have been carried out or for non-compliance of any designs, specifications, building material or any other reason whatsoever.

9. COVENANTS OF THE DEVELOPER

- 9.1 Subject to the rights of the Allottee herein contained in respect of the Said House, the Developer shall be at liberty to sell, assign, transfer or otherwise deal with other properties contained in the Said Group Housing, provided that the Developer shall not in

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any way affect or prejudice the rights hereby granted in favour of the Allottee.

- 9.2 The Developer hereby agrees, undertakes and covenants that it shall not at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interest, privileges or authorities reserved by, or retained or granted to the Allottee under this Agreement, save and except as otherwise specifically provided herein.
- 9.3 At its sole and absolute discretion, the Developer may start construction/ development/renovations on any part of the Said Land/Group Housing including wings thereof or may postpone such construction thereof. The Allottee under no circumstances shall stop or take any steps to stop, such construction on the ground of nuisance, disturbances, or for other reasons of any nature whatsoever.
- 9.4 The Allottee hereby authorises and permits the Developer to raise finance/loan from any Financial Institution / by way of mortgage/ charge/ securitization of the Said Land/ Said House allotted to it subject to the same being free of such encumbrances at the time of execution of Sale Deed.
- 9.5 The Developer hereby covenants with the Allottee that in case, due to any unforeseen event not covered by clause 6, the Developer is not in a position to hand over the possession at all, the Allottee shall be entitled to the refund of amount received by the Developer.

10. WAIVER

No waiver of any breach of any prior provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

11. MISCELLANEOUS

- 11.1 No further intimation/call/notice regarding payments need to be sent by the Developer and it will be the responsibility of the Allottee to adhere strictly to the Schedule of Payment.
- 11.2 The Developer may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee to get the name of a person nominated by him/her substituted in his/her place subject to such terms and conditions and charges as the Developer may impose and on payment of transfer fee of Rs. 100/- per sq. ft or such transfer fee as may be prescribed by the Developer. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations including obtaining of the No objection Certificate (NOC) from the Maintenance Agency. In the event of any imposition of executive instructions, at any time after the execution of this Agreement, to restrict nomination/ transfer/ assignment by any authority, the Developer will have to comply with the same and the Allottee has specifically noted the same.
- 11.3 In case of the Allottee being an NRI or a foreign national, the observance of the provisions of the Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other law as may be prevailing and applicable shall be the responsibility of the Allottee and it shall be the responsibility of the Allottee to provide the Developer with such permissions, approvals which would enable the Developer to fulfil its obligations under this Agreement.
- 11.4 The Allottee understands and agrees that in the event of any failure on his/ its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/it shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee shall keep the Developer fully indemnified and harmless in this regard.
- 11.5 The Allottee shall be required to apply for the membership of the club, gymnasium, health spa, meditation centre, swimming pool etc. and other such services as and when provided in the Said Group Housing and shall abide by all the rules, terms and conditions of the bye laws of respective club/facility centre and shall be liable to pay to the Developer or its nominated agency such membership fee and charges as may be demanded for the same. It is made clear by the Developer and fully understood by the Allottee that the Allottee, as such or by virtue of this Agreement, will have no right, title or interest in any land/ buildings/ common areas or any part thereof outside the Said House and /or any facilities, amenities, services including schools, shops, club, dispensary, gardens, etc, as may be provided in the Said Group Housing.
- 11.6 In the event of breach or default by the Allottee of any of the covenants contained herein, the Developer shall be under an obligation to issue a notice calling upon the Allottee to rectify the Default within a period 7 days from the date of the notice. The Allottee, immediately upon notice of such Default, shall be under an obligation to rectify/ remove the Default within the said Notice period and inform the Developer of such rectification or removal of breach of default by a written notice.
- 11.7 Foreign Allottee: The Allottee, if resident outside India or if not an Indian National or citizen, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 and any other law for remittance of payment (s) and for acquisition of the immovable property in India. The Allottee shall furnish the required declaration that it is complying with such necessary legal formalities in the format prescribed by the Company.
- 11.8 That the applicant & co- applicant (if any) will have equal share in the apartment and in case of death of any of them the booking will continue in the name of surviving applicant and nominee of the deceased. If no nominee has been appointed then the holding will continue in the name of surviving applicant and legal heir of the deceased on production of inheritance certificate from the competent court. Similarly in divorce case or where a dispute arises between applicants the booking will continue only after providing consent in writing by them or on production of court order settling the dispute. The interest over the delayed payment shall be charged and the dispute whatsoever stated above shall not have any effect on that.

Allottee(s)

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12. INDEMNIFICATION

- 12.1 Allottee(s) hereby undertakes to keep and hold the Developer indemnified and harmless against all costs, expenses, claims, liabilities and proceedings which may be caused to or suffered by the Developer or made or taken against the Developer, which are directly or indirectly arising out of breach of this Agreement or breach of representations and warranties made by the Allottee or by any act or omission, negligence or fault of the Allottee(s), misrepresentations or wilful misconduct, or due to non-compliance violations or non-compliance of any amicable laws, rules, procedures or any other laws, rules, regulations or directions, policies, guidelines and the like in respect of compliance of the items of this Agreement or otherwise.
- 12.2 The Allottee agrees and understands that the employees, officials and/or any other authorized person of the Developer shall provide necessary and relevant assistance for completing the procedural formalities in executing the Buyer's Agreement. However, the Allottee understands that such assistance rendered by the Developer's employees, officials and or any other authorized person shall be provided for and in no way be responsible in their individual capacity. The Allottee agrees and undertakes to indemnify and keep and hold the employees, officials and or authorized person harmless and indemnified from any loss, arising out, in relation or in connection of rendering such assistance.

13. NOTICE

All notices referred to in this Agreement and all communications shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by Registered Post or Speed Post at their respective addresses specified. It shall be the duty of the Allottee to inform the Developer of any change subsequent to the execution of this Agreement in the address by Registered/ Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee(s).

14. APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

- 14.1 This Agreement shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of India. 14.2 The Court at Ghaziabad alone shall have sole jurisdiction in all matters arising out of and/ or concerning this Agreement.
- 14.3 Any and all disputes arising out of or in connection with or in relation hereto shall so far as possible, in the first instance, be amicably settled between the Developer and the Allottee raising the dispute. In the event of disputes, claim and/ or differences not being amicably resolved such dispute shall be referred to Confederation of Real Estate Developers Associations of India (CREDAI) for arbitration. The proceedings of the Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996, as amended from time to time, or any rules made there under. The Allottee hereby gives his consent to the appointment of the sole arbitrator as specified herein above and waives any objections that he may have to such appointment or to the award that may be given by the Arbitrator. The venue of the Arbitration shall be Ghaziabad, U.P, India and language of arbitration shall be English. It is hereby clarified that during the arbitration proceedings the Company and the Allottee shall continue to perform their respective rights and obligations under the Allotment.
- 15. If any provision of these terms and Conditions is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect
- 16. The terms and conditions of this Agreement shall prevail upon all the terms and conditions mentioned in any other publicity, document or other communication to the extent the same is contrary to present Agreement. The contents of the Agreement have been explained to the executant (s) in their vernacular language which they have duly understood.

IN WITNESS WHEREOF the Parties have set their hands to this Agreement at Ghaziabad on the day, month & year first above written and in the presence of the following witnesses.

Date:-

Place:-

Developer's Signature

Allottee's Signature.....

Witness

1.

2.

Enclosed:-

- 1- Layout of Group Housing/Group Housing Project.
- 2- Layout of Flat/Apartment
- 3- Quality Specifications.
- 4- Layout of Car Parking.

Allottee(s)

Developer's



Project Developed by : Carol Infrastructure Pvt. Ltd.
Corp. Office : C 22, IIIrd Floor, RDC, Raj Nagar, Ghaziabad (U.P.) - 201002
For assistance call : 0120-4185000, 9711522243, 9999000402 Fax : 0120-4185005
Site Office : River Heights, NH 58, Noor Nagar, Ghaziabad
e-mail : info@landcraft.in **website :** www.landcraft.in