



AMR Infra Solutions (P) Ltd.

# Allotment Letter



## AMR Infra Solutions (P) Ltd.

Apartment 55 From AMR ,Plot No. 5A/2, Sector Phi -II, Greater Noida (U.P.)  
Corp Off. : 701, 7th Floor, Somdutt Tower, Sec-18, Noida 201301 (U.P.)  
Head Off. : 2425-11, "AMR House" Gurudwara Road, Karol Bagh, New Delhi



Passport Size  
Photograph  
  
(First/Sole-  
Allottee)

ALLOTMENT AGREEMENT

Passport Size  
Photograph  
  
(Joint-Allottee)

THIS AGREEMENT is made at Delhi on this \_\_\_\_\_ Day of \_\_\_\_\_, 2013.

BY AND BETWEEN

M/s AMR Infra Solutions Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at 2425/11, Gurdwara Road, Karol Bagh, New Delhi - 110005 through its Authorized Signatory, empowered to execute this Agreement through an appropriate Board Resolution dated 1<sup>st</sup> June 2013 (Hereinafter referred to as “**DEVELOPER**”), which expression, unless it be repugnant to the context or meaning thereof, be deemed to include its successors in interest, representatives, nominees, agents and permitted assigns of the **ONE PART**;

AND

First /Sole allottee

Name: \_\_\_\_\_  
S/w/d: \_\_\_\_\_  
Address: \_\_\_\_\_

Second/Joint-allottee

Name: \_\_\_\_\_  
S/w/d: \_\_\_\_\_  
Address: \_\_\_\_\_

[Hereinafter jointly and severally, as the case may be referred to as the “**ALLOTTEE(S)**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his administrators, executors, successors & legal heir of the **OTHER PART**.

[Hereinafter **DEVELOPER** and Allottee(s) are collectively referred to as “Parties” and individually as “Party” as the context demands].

WHEREAS:

- A. There exists a corporate entity M/s Deki Housing (P) Ltd (herein after “Deki”) having its registered office at 2425/11, Gurudwara Road, Karol Bagh, Delhi - 110005 who have acquired the Lease Rights of the land admeasuring approx 2012 meter situated at the address of 5A/2, sector Phi -II, Greater Noida and has been further described in detail in **Annexure-I** hereto (hereinafter referred to as the “**Scheduled Property**”, The Scheduled Property has been released on lease by Greater Noida Development Authority on the terms and conditions stipulated in the Lease Deed dated 14/12/2005 entitling M/s Deki Housing (P) Ltd to construct, develop and sell residential units upon the Scheduled Property.
- B. ‘Developer’ and ‘Deki’ have agreed to co-operate with each other for development of the Scheduled Property and have reduced this understanding in writing by way of a collaboration agreement dated 16/2/2013 wherein ‘Deki’ has authorized the Developer to obtain all relevant approvals and sanctions for the development of the Scheduled Property and to undertake all the development work and to do such acts, matters and things as may be consistent with or incidental to the main objective, namely, development of the Scheduled Property. Further ‘Deki’ has also authorized Developer to receive the sales considerations in its own name and give due receipts thereof and offer possession of built up area/ residential Units.
- C. Pursuant to the said Collaboration Agreement with Deki, the Developer is developing a Group Housing Complex upon the Scheduled Property with appurtenant spaces, under the name and style of “**Apartment 55**” (hereinafter referred to as the “**Group Housing Complex**”), comprising of various buildings, parking spaces and

[Developer]

[Allottee(s)]



other utilities and landscaping features on the Scheduled Property, in accordance with sanctioned plans and approvals.

**D.** The Developer has obtained or is in the process of obtaining any necessary permissions/licenses/ approvals/sanctions (hereinafter combined referred to as “**License**”) from the Greater Noida Development Authority and Town Planner Department, (hereinafter all such approving authorities are collectively referred to as “**GNIDA**”), by virtue of which it is permissible to develop and construct the Group Housing Complex upon the Scheduled Property.

**E.** The Developer is in the process of applying/ submitting for approval to GNIDA Maps/Zonal Plan for the Scheduled Property for developing the Group Housing Complex.

**F.** The Developer has represented and the Allottee(s) has specifically noted and hereby accept and acknowledge that the Developer’s performance of its obligation under this Agreement is contingent upon the approval of relevant details such as building plans, permissions, approvals, no-objection certificates, by GNIDA or any other government authority subject to subsequent amendments, additions, alterations and modifications in the building plans as may be ordered by GNIDA and implemented by the Developer from time to time.

**G.** The Developer has represented and clarified to the Allottee(s) that the building plans and the floor plans have been prepared and submitted on the basis of guidelines issued by the GNIDA and all the essential requirements have been complied with while preparing the building plans and the floor plans, however, in case the state government authorities require any additions or alterations, the same shall be carried out by the Developer in accordance with law.

**H.** All Parties herein represent and warrant that they are competent to execute the present Allotment Agreement (hereinafter “**Agreement**”)this Agreement and are entering in this agreement exclusively and not carrying forward any previous written, express or implied verbal or written understanding and this agreement specifically supersede all the terms and conditions set out in the Application Form.

**I.** The Allottee(s) has applied to the Developer vide application Dated \_\_\_\_\_ for the allotment of a residential Flat in the Group Housing Complex.

**J.** The Allottee(s) has understood and has agreed to abide by the terms and conditions as set out in this Agreement and accordingly the Developer has booked for the Allottee(s) a residential Flat bearing No. \_\_\_\_\_ admeasuring an approximate super Built up area of \_\_\_\_\_ square feet in the Group Housing Complex (hereinafter referred to as “**the Unit**”). The Allottee(s) agrees that this allotted Unit and its location including any area and design specifications are provisional in nature and are subject to change and/or liable for cancellation if timely payments are not made to the Developer and/or upto the grant of Occupation Certificate from the competent authority.

**K.** The Allottee(s) has demanded from the Developer and the Developer has allowed the inspection of various approvals granted by GNIDA in favor of the DEKI, Developer, tentative building plans, ownership record of the Scheduled Property and all other documents relating to the title and rights of Developer to construct the Group Housing Complex on the Scheduled Property. The Allottee(s) has agreed that he/she has given due consideration and application of diligent mind and there shall be no further investigation/objections by him/ her in this regard and further that he/ she is fully satisfied of the title and rights of Developer and also rights of the Developer to enter into this Agreement and acknowledges that the Developer has readily provided all information/ clarification required by him/ her. The maintenance services to be provided to the Allottee(s) have been mentioned in the Facility Management Agreement and the Allottee(s) has also perused the same.

**L.** The Allottee(s) has confirmed to Developer that he/ she/ they is/ are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, by-laws etc. applicable to the aforesaid Group Housing Complex in general and the said residential Unit in particular and is aware of the terms and conditions contained in this Agreement and that he/she/they has/ have clearly read and understood his/her/their rights duties, responsibilities, obligations under each and all the clauses of this Agreement and the obligations of Developer.

**M.** The Developer relying on the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in this Agreement has accepted, in good faith his/ her/ their application to allot a Unit and is now willing to enter into this Agreement on the terms and condition contained herein set forth.

**NOW THIS INDENTURE WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:

*[Developer]*

*[Allottee(s)]*

**1. Allotment of Unit and Rights thereto:**

**1.1 Details of the Unit**

In consideration of the Allottee(s) complying with the terms and conditions of this Agreement and making timely payments as per the schedule of payments in **Annexure-II**, the Developer hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Unit bearing No. \_\_\_\_\_, and admeasuring approximate super Built up area of \_\_\_\_\_ square feet in the Group Housing Complex. The areas are tentative and are subject to change until the grant of Occupation Certificate from the competent authority.

**1.2 Consideration for Sale of Unit**

**(a) Sale Price**

The sale consideration of the Unit payable by the Allottee(s) to the Developer is exclusive of External Development Charges, Ground Rent, Lease Rent, Levies, cess and/or any other charges payable to the Government, shall be Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (hereinafter "Sale Price") and shall be payable as per the Schedule of payment set out **Annexure – II**.

The Sale Price includes the proportionate cost of fire fighting and fire safety equipment as required by the existing regulations. If, due to any subsequent legislation/ Government order, directives, guidelines or change/amendments in Fire Codes including the National Building Code or if deemed necessary by the Developer or the appointed Maintenance Agency at its sole discretion, additional fire safety measures are undertaken, then the Allottee(s) undertakes to pay within thirty (30) days from the date of written demand so made, the additional expenditure incurred thereon along with other Allottee(s) in proportion of the super area of his/ her Unit to the total super area of all the Units in the said Group Housing Complex as determined by the Developer or Maintenance Agency.

**(b) Development and Miscellaneous Charges**

The proportionate amount of the Development Charges levied by GNIDA till the date of issue of license are included in the Sale Price payable by the Allottee(s) for the said Unit. Any increase in the Development Charges levied, by whatever name called or in whatever form and subject to any conditions imposed by GNIDA/Uttar Pradesh Government and/or any competent authority (ies) shall be borne and paid by the Allottee(s) in proportion on pro-rata basis upon the super built up area of the Group Housing Complex as and when demanded by the Developer.

**(c) Amount paid by Allottee(s)**

That the Allottee(s) has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards the Sale Price of the said Unit, the receipt of which is hereby acknowledged by the Developer and the Allottee(s) hereby agrees to pay the balance Sale Price of the Unit as described in the schedule of payments in Annexure - II and all other charges as specified in this Agreement within the time and in the manner specified herein.

**(d) Earnest Money**

The Allottee(s) has entered into this Agreement on the condition that out of the amount(s) paid/ payable by him/ her towards the Sale Price, the Developer shall treat 15% of the Sale Price as earnest money (hereinafter referred to as the "**Earnest Money**") to ensure fulfillment by the Allottee(s) of the terms and conditions as contained in this Agreement.

The Allottee(s) hereby authorizes the Developer to forfeit out of the all the amounts paid/ payable by him/her, the Earnest Money as aforementioned together with the processing fee, any interest paid, due or payable, any other amount of a non-refundable nature in the event of the failure of the Allottee(s) to perform his/ her obligations, when so notified by the Developer or fulfill all the terms and conditions set out in this Agreement executed by the Allottee(s) or in the event of failure of the Allottee(s) to sign and return this Agreement in its original form to the Developer within thirty (30) days from the date of its dispatch by the Developer.

The Allottee(s) agrees that the conditions for forfeiture of Earnest Money shall remain valid and effective till the execution and registration of the Lease deed for the said Unit and that the Allottee(s) hereby authorizes the Developer to effect such forfeiture without any notice to the Allottee(s) and the Allottee(s)

*[Developer]*

*[Allottee(s)]*

has agreed to this condition to indicate his/ her commitment to faithfully fulfill all the terms and conditions contained in this Agreement.

**1.3 Mode of Payment**

That the Allottee(s) shall make all payments in time without delay and without any reminders from the Developer through A/c Payee Cheque(s)/ Demand Draft(s) in favour of "AMR Infra Solutions Pvt. Ltd" payable at Delhi. The Allottee(s) agrees that the payments on due dates as set out in Annexure- II shall be made, and the Developer is not required to send any notice or demand for payment for the scheduled payments as per the said **Annexure -II** .

2. That the Allottee(s) authorizes the Developer to adjust/ appropriate all the payments made by him/ her/them under any head(s) of dues as the Developer may in its sole discretion, deem fit and the Allottee(s) undertakes not to object or direct the Developer to adjust his payments in any manner otherwise, as decided by the Developer in its sole discretion. The Allottee(s) hereby expressly waives the requirement(s), if any, of service of any notice for such appropriation.
3. That the Allottee(s) shall be liable to pay retrospective or prospective, from the date of application any property, fire fighting tax or any fee, cess or tax as and when levied by a Local Body or Authority in the said Group Housing Complex. These taxes, fees, cesses etc. shall be paid by the Allottee(s) irrespective of whether the maintenance is carried out by the Developer or its Nominee or any other Body or Association of all or some of the Allottee(s) whether levied.
4. That the Allottee(s) has confirmed and assured the Developer that prior to entering into this Agreement they have read, understood, made aware and applied judicious mind to acquaint with various laws in respect of owning a residential Unit in Utter Pradesh and its implications thereof in relation to the various provisions of this Agreement and the Allottee(s) further confirmed they are in full agreement with the provisions of this Agreement and shall comply and when applicable and from time to time, with the provisions or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.
5. That the Allottee(s) agrees and undertakes that the Allottee(s) shall become a member of any Association/ society of Allottee(s) as may be formed by the Developer on behalf of Allottee(s) and to pay fees, subscription charges and complete such documentation and formalities as may be deemed necessary by the Developer for this purpose as and when the association is formed.
6. That the Allottee(s) agrees and undertakes that the Allottee(s) shall not sell, transfer, assign or part with his/ her/ their right, title, or interest, in the said Unit or any portion thereof until all the dues payable to the Developer are fully paid and the Lease Deed has been executed in his/ her/ their favor. Allottee(s) however entitled to get the name of their nominee(s) substituted in his/ her/ their place with the prior written approval of the Developer who may at its sole discretion permit the same on such conditions as it may deem fit. The Allottee(s) shall pay to the Developer, transfer charges as applicable and specified by the Developer from time to time.
7. That the claims, if any, between the aforementioned nominee and the Allottee(s) as a result of reduction/increase of area of the Unit or location thereof or for any other reason whatsoever, will be solely settled between themselves, i.e., Allottee and the Nominee and the Developer shall not be a party to any such dispute. The Allottee(s) hereby undertake to indemnify the developer against any claims and costs arising out of the substitution of his/their name with that of a nominee. Any change in the name (including, addition/deletion) registered as Allottee(s) will be deemed as transfer for this purpose. The service/administrative charges for transfer of the said premises amongst family members (husband, wife and own children and real brother/sister) will be 50% less for first transfer. The Allottee(s) agrees that the Company has a right to vary the transfer fee on a periodic basis in accordance with the market trend.
8. That the Allottee(s) agrees to pay any additional deposits, charges for bulk supply of electrical energy, any amount spent towards additional transformers, sub-stations or any transmission line to the Scheduled Property as may be demanded by the Developer or Maintenance Agency.
9. That in accordance with the development plan of the Complex, the Developer proposes to develop a Club for the purpose of social/ sports/ recreational activities and the Allottee(s) has agreed to avail membership of this Club. This Club may be developed simultaneous to or after development of the said Unit and for the membership of the Club; the Allottee(s) agrees to pay Club Membership Registration Charges (CMRC), and Club Development Expenses as communicated by the Developer.

*[Developer]*

*[Allottee(s)]*

All other areas, facilities and amenities other than specified hereinabove such as pool, health club, club area etc., are specifically excluded from the scope of this Agreement and the Allottee(s) shall not be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in such facilities and amenities. Such facilities and amenities have not been included in the computation of super area for calculating the sale price and, therefore, the Allottee(s) has not paid any money for use or ownership in respect of such areas, facilities and amenities. The Allottee(s) agrees that the ownership of such areas, facilities and amenities shall vest solely with the Developer and use of such area in manner/ method of use shall be at the sole discretion of the Developer. The Developer as the owner of such areas, facilities and amenities shall have the sole right and absolute authority to deal with such facilities in any manner including but not limited to creation of rights in favor of any other party by way of sale, transfer, lease or any other mode which the Developer may deem fit at its sole discretion.

10. That the Allottee(s) recognizes that the Units are being serviced solely by the Maintenance Agency and that any other external agency other than maintenance agency so appointed by the developer, would be detrimental to the interests of the maintenance and upkeep of the Unit(s), Group Housing Complex.
11. That the Allottee(s) hereby undertakes and represents that he/ she shall comply with and carry out, from time to time after he/ she has taken over for occupation and use the said Unit all the requirements, requisitions, demands and repairs which are required to be complied with by any maintenance agency/ Municipal Authority/ Government or any other Competent Authority in respect of the said Unit/said Group Housing Complex and/or the said Scheduled Property on which the said Group Housing Complex is situated at his/ her own cost and keep the Developer indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
12. That the Allottee(s), if residing outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA) 1999, RBI Act and any other Rules / Guidelines made/issued thereunder and all other applicable laws including that of remittance of payment, acquisition/ sale /transfer of immovable properties in India. The Allottee(s) understands and agrees that in the event of any failure on his / her/their part to comply with the prevailing exchange control guidelines issued by the RBI he/she/they shall be liable for and keep the Developer indemnified and harmless against any action under the FEMA as amended from time to time. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement it shall be sole responsibility of the Allottee(s) to intimate the same in writing to the Developer immediately.
13. That the Allottee(s) acknowledges and agrees to abide by and comply with the House Rules or such rules and notifications issued from time to time by the Developer or the Maintenance Agency in the interests of the upkeep, cleanliness, security, etiquettes and maintenance of the Group Housing Complex and in order to ensure that all other Allottee(s) are able to utilize and enjoy the use and occupation of their respective unit(s). Any non-compliance with such rules and notifications would be an event of default and shall be dealt with according to the provisions of the Maintenance Agency agreement.
14. That the Allottee(s) have seen, reviewed, applied logic, reasoned and then accepted the payment plan provided in Annexure-II, tentative plans/typical floor plan/site plan/ parking plan as provided in Annexure-IV and the tentative specifications as provided in Annexure-V of this Agreement and which are subject to change at the sole discretion of the Developer and the Allottee(s) has accepted and consented to this condition.
15. That the construction of the said Complex and the said Unit including the materials, equipment and fixtures to be installed therein shall be substantially in accordance with the specifications as given in Annexure-V subject to the right of the Developer to amend the specifications in order to substitute materials and equipment or fixtures of similar quality or subject to any direction from competent authority and/or as agreed between the architect and the Allottee(s). The Allottee(s) specifically agrees and confirms that the specifications and information as to the materials proposed to be used in the construction of the said Unit as set out in Annexure-V attached to this Agreement are subject to change/ variation and modification on account of availability and by the Developer in its sole discretion, as it deems fit and proper or as may be required by any competent authority during the course of construction, can alter and amend these requirements of materials and the Allottee(s) expressly gives consent to such variations and modifications.

*[Developer]*

*[Allottee(s)]*



16. That the Allottee(s) further authorizes the Developer on his/her behalf to carry out such additions, alterations, deletions and modifications in the building plans of the Unit as the Developer may consider necessary or as directed by any competent authority and/or the Architect at any time even after the building plans for the Units are sanctioned and till the grant of an occupation certificate and the Allottee(s) hereby accepts any and all such changes and waives the rights to raise any claims in this regard.
17. That the Allottee(s) agrees that no lien or encumbrance shall arise against the said Unit as a result of this Agreement or any money deposited hereunder by the Allottee(s). In furtherance and not in limitation of the provisions of the preceding sentence the Allottee(s) agrees that the provisions of this Agreement are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/ created by the Developer and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Unit or excuse the Allottee(s) from completing the payment of the price of the said Unit or performing all the Allottee(s) other obligations hereunder or be the basis of any claim against or liability of the Developer provided that at the time of the execution of the Lease deed the said Unit shall be free and clear of all encumbrances, lien and charges whatsoever.
18. That the Allottee(s) agrees that the Developer/Financial Institution/Bank as mentioned in the succeeding paragraph shall have the first charge on the said Unit for the recovery of all its dues payable by the Allottee(s) under this Agreement and such other payments as may be demanded by the Developer from time to time or in respect of any loan granted to the Developer for the purpose of the construction of the said Tower/ Group Housing Complex/ Scheduled Property. Further, the Allottee(s) agrees that in the event of his/ her failure to pay such dues as afore-stated, the Developer will be entitled to enforce the charge by selling the said Unit to recover and receive the outstanding dues out of the sale proceeds thereof.
19. The Allottee(s) hereby authorizes and permits the Developer to raise finance, loan from any Financial Institution/ Bank by way of mortgage/ charge/ securitization of receivables or in any other mode or manner by charge/ mortgage of the said Unit/ Group Housing Complex/Scheduled Property subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of Lease deed.
20. That if the permission to receive and distribute bulk supply of electricity in the said complex is received by the Developer or its nominated Maintenance Agency or the Association, the Allottee(s) herein agrees to abide by all the conditions of the sanction of Bulk supply and to pay on demand, proportionate share of all deposits or charges paid or payable by the Agency to whom permission to receive Bulk supply and distribute the same is granted. Subject to the foregoing, the Allottee(s) herein further agrees to enter into and execute a Power Supply Agreement and/or any other document as may be required for this purpose, containing proposed requisite terms and conditions without causing to imply his/her own suggestions.
21. That the Developer/Maintenance Agency shall install additional equipments for Power back-up facility common to all Units in the Said Complex at no additional installation cost to the Allottee(s). It is however, agreed and accepted by the Allottee(s) herein that the availability of the said Power Back-up facility shall be subject to regular payment of charges payable to the Maintenance Agency. Further it is agreed by the Allottee(s) that the said Power back-up facility is an additional feature and the Allottee(s) herein shall not claim any loss or damage, whether direct or consequential, from the Developer in the event of default on part of the Maintenance Agency / Association of Owners/any other Company or body providing the same, to continue to provide the same. It is also agreed by the Allottee(s) that in the event the Allottee(s) requires any further Power back-up for its appliances/equipments, the Allottee(s) at its liability may install appropriate stabilizers/ Uninterrupted Power Supply units within the Premises. It is agreed by the Allottee(s) that the said Power Back-up Facility shall be usage based and the Allottee(s) shall regularly pay its proportionate share of costs, charges, expenses, etc. incurred by the Maintenance Agency in providing the same. The Allottee(s) herein agrees and accepts that the Allottee(s) shall not claim any loss or damage, whether direct or consequential, from the Developer / Maintenance Agency/ any other Company or body providing the same, in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond the control of the Developer/ Maintenance Agency.

*[Developer]*

*[Allottee(s)]*

22. That in case of any major alteration/ modification resulting in excess of 10% change in the super area of the Unit and subject to Basic Sale Price adjustment, in the sole opinion of the Developer any time prior to and upon the grant of occupation certificate, the Allottee(s) agrees to deliver to the Developer in writing his/ her consent or objections to the changes within thirty (30) days from the date of dispatch by the Developer of such notice failing which the Allottee(s) shall be deemed to have given his/ her full consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof.
23. That Developer shall have right, without approval of any Allottee(s) in the said Complex to make/create any alterations, additions, permanent structures, Units, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Unit(s), said Complex and the Scheduled Property and the Allottee(s) agrees not to raise objections or make any claims on this account.
24. That the time is the essence of this Agreement with respect to the Allottee(s) obligations to pay the Sale Price and any other dues becoming payable and/or demanded as provided in Annexure – II along with other payments such as applicable stamp duty, registration fee and other charges stipulated under this Agreement to be paid on or before due date or as and when demanded by the Developer as the case may be and also to perform or observe all the other obligations of the Allottee(s) under this Agreement and take possession of the Unit in the manner and within the timeframe specified by the Developer. It is clearly agreed and understood by the Allottee(s) that it shall not be obligatory on the part of the Developer to send demand notices/ reminders regarding the payments to be made by the Allottee(s) as per the Schedule of Payments in Annexure – II or obligations to be performed by the Allottee(s) and that each payment shall become due in accordance to the schedule set out in Annexure II.
25. That in case of delay in making payments beyond the time given by the Developer in making such payment by the Allottee(s) to the Developer as per the communication or Schedule of Payments as stated in Annexure- II, the Developer shall issue two notices for calling of the amounts due under the schedule of payments when the default occurs. If the payments with interest are not made by the Allottee(s), the Developer shall, at its sole discretion have the right to terminate the Agreement and forfeit the Earnest Money as detailed hereinabove. The Developer shall also be entitled to charge interest @ 18% p.a. compounded at the time of every succeeding installment from the due date of installment, as per the Schedule of Payments, till the date of payment. The Developer shall upon cancellation be free to deal with the said Unit(s) in any manner, whatsoever, at its sole discretion.
26. a. That notwithstanding the foregoing, Developer may at its sole discretion seek specific performance of this Agreement. In such a case, the Parties agree that the possession of the Unit will be handed over to the Allottee(s) only upon the payment of all outstanding dues, penalties etc., along with interest by the Allottee(s) to the satisfaction of the Developer.
- b. If on account of any law passed by any Legislature, Government or any other Authority including a Municipal Authority, or the making of any rules, regulations, byelaws or orders by the aforementioned authorities, the Developer is prevented by such legal impediments to complete the construction and handover of said Unit, or if the Developer is prevented from delivering possession thereof to the Allottee(s), on account of third party action, or state action, Developer will at its sole discretion, challenge the validity, applicability and/or the efficacy of such legislation, rules or order by moving the appropriate Court(s), Tribunal(s) and/or Authority(ies) or any other quasi-judicial authorities dealing with the impugned law. The Parties hereby agree and acknowledge that the right of action of suing the Government or authority shall always vest exclusively in the Developer.
- c. The Allottee(s) agrees that the earnest money and other part payments made through the Developer shall not be withdrawn till the final determination by the Court(s), Tribunal(s)/Authority(ies) and the Allottee(s) shall not be entitled to sue for specific performance nor terminate the Agreement during the pendency of such legal action.
- d. In the event of the Developer successfully challenging the impugned law, the Allottee(s) shall be entitled to delivery and possession and completion of the receipt of its legal rights and claims under the Agreement.
- e. In the event of the challenge of the Developer being rejected and the impugned legislation not being varied or altered, which results in a legal impediment for delivery of the possession or title to the said premises, the Developer shall upon the judgment becoming final absolute and binding upon the

*[Developer]*

*[Allottee(s)]*



Developer, pay to the Allottee(s) as intending purchaser, the amount of earnest money and other part payment as had been received from the Allottee(s), without any interest or compensation of whatsoever nature within 12 months and in such manner as may be decided by the Developer. The Allottee(s) agrees to accept the Developer's decision in this regard to be final and binding.

**27. POSSESSION**

**(a) Time of handing over the Possession**

That subject to terms of this clause and subject to the Allottee(s) having complied with all the terms and conditions of this Agreement and not being in default under any of the provisions of this Agreement and complied with all provisions, formalities, documentation etc., as prescribed by the Developer, the Developer proposes to hand over the possession of the Unit within a period of thirty six (36) months from the date of signing of this Agreement. The Allottee(s) agrees and understands that the Developer shall be entitled to a grace period of 180 days, after the expiry of thirty six (36) months, for applying and obtaining the Occupation Certificate in respect of the Group Housing Complex.

**(b)** Subject to Clause 44, in the following circumstances, the date of possession shall get extended accordingly:

**(i)** The completion of the said Group Housing Complex including the Unit is delayed by reason of non-availability of steel and/ or cement or other building materials, or water supply or electric power or slow down, strike or, lock-out or civil commotion or civil unrest or by reason of war or enemy action or terrorist action or earthquake or any act of God or due to any Act, Notice, Order, Rule or Notification of the Government and/or any other Public or Competent Authority or due to delay in sanction of any building/ zoning plans or for any other reasons beyond the control of the Developer, then the Allottee(s) agrees that the Developer shall be entitled to the extension of time for handing over of the possession of the said Unit . The Developer as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the Developer so warrant, the Developer may suspend the construction of the Group Housing Complex and this Agreement for such period as it may consider expedient and the Allottee(s) agrees not to claim compensation of any nature whatsoever of this Agreement for the period of suspension of the construction of the Group Housing Complex and this Agreement.

**(ii)** If as a result of any law that may be passed by any legislature or Rule, Regulation or Order on notification that may be made and/or issued by the Government or any other Authority including a Municipal Authority or on account of delay in sanctioning of plans or any other sanctions or approval for development or issuance of occupation certificate by appropriate Authorities, the Developer is not in a position to hand over the possession of the Unit, then the Developer may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/ or efficacy of such Legislation, Rule, Order or notification by moving the appropriate Courts, Tribunal(s) and/or Authority. In such a situation, the money(ies) paid by the Allottee(s) in pursuance of this Agreement, shall continue to remain with the Developer and the Allottee(s) agrees not to move for or to obtain specific performance of the terms of this Agreement, it being specifically agreed that this Agreement shall remain in abeyance till final determination by the Court(s)/ Tribunal(s)/ Authority(ies). However, the Allottee(s) may, if he/ she so desires, become a party along with the Developer in such litigation to protect Allottee(s) rights arising under this Agreement.

Further, in the event of the Developer succeeding in its challenge to the impugned legislation or Rule, Regulation or Order, it is hereby agreed that this Agreement shall stand revived and the Allottee(s) and the Developer shall be liable to fulfill all obligations as provided in this Agreement. It agreed that in the event of the aforesaid challenge of the Developer to the impugned Legislation/ Order/ Rule/ Regulation not succeeding and the said legislation/order/rule/regulation becoming final, absolute and binding, the Developer will appoint a Receiver who shall have all the rights and authority to sell the entire property and disburse the sale proceeds among the Unit holders, for the amount attributable to the said Unit, after making payments of the statutory dues and secured creditors and after deducting interest on delayed payments, processing fee etc, and any other expenses attributable to the said Unit.

*[Developer]*

*[Allottee(s)]*

The receiver will disburse the payments within a reasonable time in such manner as may be decided by the Receiver and the Allottee(s) agrees to accept the Receiver's decision in this regard as final and binding. The Allottee(s) shall not have any other right or claim of whatsoever nature against the Developer under or in relation to this Agreement.

(iii) That the Allottee(s) agrees and accepts that in case of any default/delay in payment as per the Schedule of Payments as provided in Annexure-II, the date of handing over of the possession shall be extended accordingly on Developer's discretion till the payment of all outstanding amounts to the satisfaction of the Developer.

**28. Procedure for taking possession**

(a) The Allottee(s) understand and agrees that subject to all other terms of this Agreement, the Developer will make written offer of possession of the Unit to the Allottee.

(b) Upon receiving an intimation in writing from the Developer the Allottee(s) shall, without demure and within 30 days take possession of the said Unit by executing necessary indemnities, undertakings, and such other documentation as the Developer may prescribe and the Developer shall, after satisfactory execution of such documents and payment by the Allottee(s) of all the dues under this Agreement including the payment towards stamp duty and registration charges, permit the Allottee(s) to occupy the Unit, on the terms and conditions contained in this Agreement. If the Allottee(s) fails to take possession of the Unit as aforesaid within the time limit prescribed by the Developer in its notice, then the said Unit shall lie at the risk, responsibility and cost of the Allottee(s) in relation to all the outgoing cess, taxes, levies etc and the Developer shall have no liability or concern thereof and further that the Developer shall also be entitled to holding charges as provided under clause 30.

Subject to the Allottee(s) making all payments under this Agreement, the Developer shall prepare and execute along with the Allottee(s) a Lease Deed to convey the title of the said Unit in favour of Allottee(s) only after payment of stamp duty, registration charges, incidental expenses, legal expenses for registration and all other dues as set forth in this Agreement or as demanded by the Developer from time to time prior to the execution of the Lease Deed. The Parties agree that after the Allottee(s) have provided all the details, documents as provided in the written notice as stated in this clause and/ or other documents required for the purpose of registration of the Lease Deed, the Developer shall make all reasonable efforts to get the Conveyance Deed registered within a reasonable time. The Allottee(s) agrees and undertakes to be available for the purpose of registration on the date(s) as informed by the Developer.

If the Allottee(s) is in default of any of the payments as aforesaid, then the Developer shall be entitled to withhold registration of the Lease Deed in his/ her favor till full and final settlement of all dues to the Developer is made by the Allottee(s). The Allottee(s) undertakes to execute Lease Deed within the time stipulated by the Developer in its written notice failing which the Allottee(s) authorizes the Developer to cancel the allotment and terminate this Agreement in terms of Clause 35 of this Agreement and to forfeit out of the amounts paid by him/her the Earnest Money, processing fee, interest on delayed payment, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount deposited by the Allottee(s) without any interest in the manner prescribed in Clause 35 herein below.

The Allottee(s) shall be solely responsible and liable for compliance with the provisions of Indian Stamp Act, 1899 (or any modification thereof) including any actions taken or penalties imposed by the Competent Authority(ies) thereunder. The Allottee(s) further undertakes to indemnify and keep harmless the Developer against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against the Developer, for stamp duty in respect of the Unit.

**29. COMPENSATION TO ALLOTTEE(S)**

(a) If within a period of thirty six (36) months from the commencement of construction of the Complex, which may be extended by a period of 180 days for applying and obtaining the Occupation Certificate and be additionally subject to any extension under the circumstances mentioned in clause 27(b), the Developer is not able to hand over the possession to the Allottee(s), the Allottee(s) shall be entitled to payment of compensation for delay at the rate of Rs. 5/- (Rupees Five only) per sq. ft. per month of the super area till the handing over of the possession. The Allottee(s) shall have no other claim

*[Developer]*

*[Allottee(s)]*

against the Developer in respect of the said Unit and Parking Space under this Agreement after the period of twelve (12) months.

**(b)** The Parties agree that the compensation if payable under Clause 30 shall be payable and adjusted against any dues only on the handing over of possession.

30. That further it is agreed by the Allottee(s) that in the event of the failure of the Allottee(s) to take the possession of the said Unit in the manner as aforesaid agreed in Clause 28 (b), then the Developer shall have the option to cancel this Agreement and avail of the remedies as stipulated in Clause 35 of this Agreement or the Developer may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee(s) in taking over the said Unit in the manner as stated in this clause on the condition that the Allottee(s) shall pay to the Developer the following amount :

**(a)** Holding charges @ Rs. 5/- (Rupees Five only) per sq. ft. of the super area of the said Unit per month for the entire period of such delay.

**(b)** Interest @ 18% per annum compounded quarterly on the amount due as mentioned in the notice for possession from the due date till the date of the payment.

Further the Developer also has the right to withhold lease registration or handing over of the Unit for occupation and use till the holding charges with applicable overdue interest as prescribed in this Agreement, if any, are fully paid by the Allottee(s).

31. It is made clear and Allottee(s) agrees that the holding charges as stipulated in clause 30(a) shall be a distinct charge not related to and shall be in addition to maintenance charges or any other outgoing cess, taxes, levies etc which shall be at the risk, responsibility and cost of the Allottee(s). The Allottee(s) agrees that in the event of his/her failure to take possession of the said Unit within the time stipulated by the Developer in its notice, it shall be deemed to have been fully satisfied in all matters concerning construction work related to the said Unit / said Group Housing Complex.

32. That the Allottee(s) shall use the said Unit only for residential purposes and shall not carry on any activities prohibited by law or any building regulations issued by government authorities and/or the Developer or Maintenance agency. The Allottee(s) shall not use the said Unit, or or do or cause anything to be done in or around the said Unit, or anywhere in the said Group Housing Complex in a manner that may cause nuisance or annoyance to occupants of other units in the said Group Housing Complex or for any illegal or immoral purpose. The Allottee(s) hereby agrees/ indemnifies the Developer against any penal action, damages or loss due to misuse of the Unit or breach of this clause for which the Allottee(s) shall be solely responsible. If the Allottee(s) uses or permits the use of the said Unit for any purpose in breach of this clause, then the Developer may send a notice to the Allottee(s) to use the Unit as stated in this Agreement and rectify/ cure the defect within a period of seven (7) days from the date of such notice. In case the Allottee(s) does not cure/rectify the defect, the Allottee(s) shall be required to pay penalty/ damages @ Rs. 5/- (Five) per square ft., per day to the Maintenance Agency till the default is cured/rectified. The Maintenance Agency shall also be entitled to disconnect the water and electricity connection of the defaulting Allottee(s) in case the default is not cured by the Alottee(s) within fifteen (15) days of the date of notice from Developer.

33. That the Allottee(s) shall, after the expiry of period as stipulated in Clause 27 be solely responsible to maintain the said Unit at his/ her own cost, in good repair and condition and shall not do or cause to be done anything in or to the said Complex or the said Unit, or the compound which may be in violation of any Laws or Rules of any Authority or change or alter or make additions to the said Unit. The Allottee(s) shall keep and maintain the Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in a fit and proper condition and ensure that the support, shelter etc. of the Unit or pertaining to the said Housing Complex in which the said Unit is located is not in any way damaged or jeopardized.

34. That the Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/name-plate, neon-light, publicity material or advertisement material etc. on the face/facade or anywhere on the exterior of the Unit or common areas. However, the Allottee(s) shall display his/her/their name at the place(s) specified therefore and at no other place. Air conditioners/ coolers etc. shall be installed by the Allottee(s) at places earmarked or approved by the Developer and nowhere else. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side

**[Developer]**

**[Allottee(s)]**

of the doors and windows etc. or carry out any change in the exterior elevation or design. The non-observance of the provisions of this clause shall entitle the Developer or the Maintenance Agency, to enter the Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the previously mentioned conditions and shall keep the Developer indemnified therefrom.

The Allottee(s) agrees not to:

- i) At any time, demolish the said Unit or any part thereof or make or cause to be made any additions or alterations or un-authorized constructions of whatever nature to the said premises or any part thereof.
- ii) Make encroachments or obstructions in common areas/ facilities/ services or cause hindrance in the use and enjoyment of common areas/ facilities/ services/communication area of the Complex.
- iii) Close the verandah or lounges or balconies or common passage or common corridors even if a particular floor/ floors are occupied by the same Allottee(s).

**35. Events of Defaults and Consequences**

**35.1** It is specifically made clear to the Allottee(s) that the Allottee(s) shall perform and comply with all covenants and obligations required to be performed or complied with under this Agreement and any default, breach of covenants, or non-compliance of any of the terms and conditions of this Agreement shall be deemed to be events of defaults liable for consequences stipulated herein. The following is an illustrative, non exhaustive list of events that shall be deemed as breach of Agreement on the part of the Allottee(s):-

- (a) Failure to make payments within the time as stipulated in the Schedule of Payments as given in Annexure-II, accepted by the Allottee(s) and failure to pay the stamp duty, legal, registration, any incidental charges, any increases in security including but not limited to non-interest bearing maintenance security as demanded by the Developer, any other charges, taxes etc. as may be notified by the Developer to the Allottee(s) under the terms of this Agreement, default in the payment of installments under the Schedule of Payments as given in Annexure-II, interest on installments by whatever name called and all other defaults of similar nature.
- (b) Failure to perform and observe any or all of the Allottee(s)' obligations as set forth in this Agreement or to perform any other occupancy obligation, if any, set forth in this or any other related Agreement.
- (c) Failure to take over the Possession of Unit for occupation and use within the time stipulated by the Developer whenever offered by the Developer or failure to pay the Holding Charges as demanded herein by the Developer.
- (d) Failure to execute the Lease deed within the time stipulated by the Developer or the relevant authorities.
- (e) Failure to execute Maintenance Agreement and/ or to pay on or before its due date the maintenance charges, maintenance security or any increase in respect thereof, as demanded by the Developer and/ or its nominee and/ or other Body or Association of Allottee(s).
- (f) Failure, pursuant to a request by the Developer, to become a member of the Association of Allottee(s) or to pay subscription charges etc. as may be required by the Developer or Association of Allottee(s), as the case may be.
- (g) Assignment of this Agreement or any interest of the Allottee(s) in this Agreement without prior written consent of the Developer or without payment of Transfer Charges or not executing documents as asked by the Developer for transfer, as may be fixed by the Developer from time to time.
- (h) Dishonor/ stoppage of payment of any cheque(s) issued to Developer and/or Maintenance Agency including post-dated cheques given by Allottee(s) for any reason whatsoever.
- (i) Sale/ transfer/ disposal of/dealing with, in any manner, the reserved parking space, independent of the Unit.
- (j) Any other acts, deeds or things which the Allottee(s) may commit, omit or fail to perform in terms of this Agreement, any other undertaking, deed etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Allottee(s) agrees and confirms that the decision of the Developer in this regard shall be final and binding on the Allottee(s).

*[Developer]*

*[Allottee(s)]*



(k) Any breach of any of the Allottee(s) obligations and duties under the Maintenance Agreement and any House Rules as may be prescribed by the Association/ Developer/ Maintenance Agency in respect of the use and occupation of the Unit.

**35.2** Upon the occurrence of any of event(s) of default in respect of covenants and obligations under this Agreement or Maintenance Agreement, or any violation of house rules as may be prescribed then the Developer and/or Maintenance Agency may:

(a) In case the possession has not been handed over to the Allottee(s): The Developer may at its sole discretion decide, by notice to the Allottee(s), to cancel this Agreement. The Allottee(s) shall have thirty (30) days from the date of issue of notice of cancellation by the Developer to cure/rectify the default as specified in that notice. Unless and until the Allottee(s) rectifies the event of default to the satisfaction of the Developer, the Developer shall not be obliged to enter into Lease Deed and that the Allottee(s) shall be liable to pay Holding Charges as provided herein this Agreement. The Allottee(s) agrees that if the default is not cured/rectified within such thirty (30) days, this Agreement shall be automatically cancelled without any further notice and the Developer shall have the right to retain the entire Earnest Money as specified in this Agreement along with the processing fee, interest on delayed payments, any interest paid, due or payable, any other amount of a non-refundable nature. The Allottee(s) agrees that upon such cancellation of this Agreement, the Developer will be released and discharged of all liabilities and obligations under this Agreement and the Allottee(s) hereby authorizes the Developer that the said Unit and the car parking space may be sold to any other party by the Developer or dealt in any other manner as the Developer may in its sole discretion deem fit, as if this Agreement had never been executed and without accounting to the Allottee(s) for any of the proceeds of such sale. In the event of the Developer electing to cancel this Agreement, the Developer will refund the amount received from the Allottee(s) after deducting 15% of the Sale Price, but only after realizing such refundable amount on further sale/ resale to any other party. It is clarified that after refund of the amount, the Allottee(s) shall be left with no right, title, interest or lien over the said Unit and the parking space in any manner.

(b) In case the possession has been handed over to the Allottee(s): The Developer may send a notice to the Allottee(s) to cure/rectify the default as specified in that notice within a period of seven (7) days. In case the default as stated in the notice is not cured/ rectified by the Allottee(s), within seven (7) days, the Allottee(s) shall be required to pay penalty @ Rs. 5/- (Rupees Five only) per square ft. per day to the Developer till the default is cured/ rectified. The Developer will also be entitled to disconnect the electricity connection of the defaulting Allottee(s) in case the default is not cured by the Allottee(s) within 15 days. The Allottee(s) also agrees and understands that the Developer and/or Maintenance Agency shall have first charge/ lien on the said Unit in respect of any such non-payment of penalty/ damages as stated above.

(c) The exercise of above remedies is without prejudice and in addition to the other rights of the Developer and the Allottee(s) agrees that the Developer, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional Units/ structures/ stories with the existing electric, water, sanitary and drainage fittings on the additional structures. The Allottee(s) further agrees and undertakes that he/ she shall after taking possession of the said Unit or at any time thereafter, not object to the Developer constructing or continuing with the construction of the other building(s)/ blocks inside and/ or outside/ adjacent to the said Scheduled Property or claim any compensation or withhold the payment of maintenance and other charges as and when demanded by the Developer and/or the Maintenance Agency on the ground that the infrastructure required for the said Group Housing Complex is not yet complete. Any violation of this condition shall entitle the Developer to seek remedies provided under this Agreement in cases of breach, non-payment, defaults etc.

**36. MAINTENANCE**

(a) In order to provide necessary maintenance services the Developer in its sole discretion have appointed M/s HandyMan4U Maintenance Pvt. Ltd as the 'Maintenance Agency' for the maintenance of said Unit / said Group Housing Complex/ Scheduled Property. The Allottee(s) hereby agrees to execute Maintenance Agreement as per the draft endorsed as Annexure-VI at the time of taking possession or earlier when called upon to do so. The Allottee(s) further undertakes to abide by the terms and conditions of the Maintenance Agreement and to pay promptly all the demands, bills, and charges as may be raised by the Maintenance Agency from time to time. The Developer reserves the right to change, modify,

*[Developer]*

*[Allottee(s)]*

amend, and impose additional conditions in the Maintenance Agreement at its discretion from time to time.

The Allottee(s) agrees that any violation of the terms of the Maintenance Agreement shall automatically be construed as an event of default under the terms of this Agreement. The Allottee(s) irrevocably agrees that the Group Housing Complex shall be operated and maintained by certain specialized, designated, agencies nominated by the Developer or the Maintenance Agency. The Allottee(s) hereby conveys his/ her/ its no objection in respect of the said Maintenance Agencies nominated by the Developer in performing such services.

**(b)** The Allottee(s) agrees that the Developer or its nominated Maintenance Agency shall carry out the maintenance of common services and facilities pertaining to the said Group Housing Complex from the date of issue of final notice of possession to the Allottee(s). The Allottee(s) shall pay necessary charges for maintenance of common services and facilities as determined from time to time. The Allottee(s) also agrees to sign a formal maintenance agreement with the Developer or its nominate Maintenance Agency when called upon to do so. The Allottee(s) agrees and authorizes that the Developer shall have the right to make additions to or put up additional structures in/ upon the said Tower or anywhere in the said Scheduled Property as may be permitted by the competent authorities and such additional structures shall be the sole property of the Developer which the Developer will be entitled to dispose of in any way it chooses without any interference on the part of the Allottee(s). It is clarified that the scope of maintenance and upkeep of various common services within the building/ Group Housing Complex and outside has been described in detail in the maintenance agreement. It is understood by the Allottee(s) that the maintenance and insurance of individual Unit shall always remain the responsibility of the Allottee(s).

**(c)** The Allottee(s) undertakes to pay the maintenance bills as raised by the Developer or its nominated agency from the date of notice for possession on pro-rata basis irrespective of whether the Allottee(s) is in actual possession of the Unit or not. In order to secure due performance of the Allottee(s) in payment of the maintenance bills and other charges raised by the Maintenance Agency, the Allottee(s) agrees to deposit, as per the schedule of payment and to always keep deposited with the Developer/Maintenance Security @ Rs. 75/- (Rupees Seventy Five only) per sq. ft. of the super area of the Unit. In case of failure of the Allottee(s) to pay the maintenance bill, other charges on or before the due date, the Allottee(s) in addition to permitting the Developer/ nominated Maintenance Agency to deny him/ her/ them the maintenance services, also authorizes the Developer to adjust unpaid amount against maintenance bills out of the Security Deposit. The Developer shall handover the corpus so collected, after settlement of accounts/ adjustment of outstanding amounts, if any, to the society as and when the same is formed.

**(d)** The actual maintenance charges shall be informed at the time of giving possession of the Unit when the maintenance agreement would compulsorily be executed by and between the Allottee(s) and the Maintenance Agency in the standard agreement format as provided.

**37. Purchase not dependent on financing contingency**

The Allottee(s) may obtain finance from any financial institution/bank or any other source but the Allottee(s)' obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on his/ her ability or competency to obtain such financing, and the Allottee(s) will remain bound under this Agreement whether or not they have been able to obtain financing for the purchase of the said Unit. Allottee(s) agree and understand that the Developer is under no obligation to arrange for the financing of the purchase of the Unit on behalf of the Allottee(s).

**38. Binding Effect**

Forwarding this Agreement to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer or the Allottee(s) until firstly, the Allottee(s) signs and delivers this Agreement with all the Annexes along with the payment due as stipulated in the Schedule of Payments in Annexure - II within thirty (30) days from the date of dispatch by the Developer and secondly a copy of this Agreement executed by the Developer is delivered to the Allottee(s) within thirty (30) days from the date of receipt of this Agreement by the Developer from the Allottee(s).

If the Allottee(s) fails to execute and deliver to the Developer this Agreement within thirty (30) days from the date of its dispatch by the Developer, then the application of the Allottee(s) shall be treated as

*[Developer]*

*[Allottee(s)]*



cancelled and the Earnest Money paid by the Allottee(s) shall stand forfeited. If the counterpart of this Agreement is not executed by the Developer and dispatched to the Allottee(s) within thirty (30) days from the date of its receipt from the Allottee(s), then this Agreement shall be deemed to have been rejected and cancelled and all sums deposited by the Allottee(s) in connection therewith shall be returned subject to permissible deductions agreed in above agreed clause, to the Allottee(S) without any interest or compensation whatsoever. Upon such refund being made neither party shall have any further rights, obligations or liabilities hereunder against the other.

**39. Agreement not assignable**

This Agreement or any interest of Allottee(s) in this Agreement shall not be assigned by the Allottee(s) without prior written consent of the Developer which consent may be given or denied by the Developer in its sole discretion and shall be subject to applicable laws and notifications or any government directions as may be in force and further shall be subject to this Agreement and the terms, conditions and charges as the Developer may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Developer shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Allottee(s) in violation of this Agreement shall be a default on the part of Allottee(s) entitling the Developer to cancel this Agreement and to avail of remedies as set forth in this Agreement.

**40. Entire Agreement**

This Agreement along with preamble, recitals and all its annexes is the only Agreement touching upon the purchase of the said Unit by the Allottee(s) and this Agreement along with its annexes supersedes any and all understandings, any other Agreement, correspondences or arrangement whether written or oral, if any, between the parties. This Agreement along with its preamble, recital, annexes and the terms and conditions contained in the Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate Agreement signed between the parties.

**41. Provisions of this Agreement applicable to Occupiers/Subsequent Purchasers**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Unit / Group Housing Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, Licensees and/or subsequent purchasers/ assignees of the said Unit, as the said obligations go along with the said Unit for all intents and purposes.

**42. Waiver not a limitation to enforce**

Failure on the part of the Developer to enforce at any time or for any period of time the provisions set out in this Agreement shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**43. Severability**

If any provision of this Agreement shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the applicable law and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**44. Force Majeure**

The Developer shall not be held responsible or liable for not performing any obligation or undertaking including offering timely possession as 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, civil unrest, legal action, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies, failure of transportation, strikes, lockouts, action of labor unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer.

**45. Indemnification**

The Allottee(s) hereby covenants with the Developer to pay from time to time and at all times the amounts which the Allottee(s) is liable to pay under this Agreement and to observe and perform all the covenants and conditions contained in this Agreement and to keep the Developer and its agents and

*[Developer]*

*[Allottee(s)]*

representatives, estate and effects, indemnified and harmless against any loss or damages that the Developer may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement.

**46. Copies of the Agreement**

Two copies of this Agreement shall be executed and the Developer shall retain the first and send the second executed copy to the Allottee(s) for his/ her reference and record.

**47. Place of Execution**

The execution of this Agreement will be complete only upon its execution by the Developer through its Authorized Signatory at the Developer's office at Delhi after the copies duly executed by the Allottee(s) are received by the Developer. Hence this Agreement shall be deemed to have been executed at Delhi even if the Allottee(s) may have executed this Agreement at any place(s) other than Delhi.

**48. Notices**

That all notices to be served on the Allottee(s) and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Developer by Registered/ Speed Post A.D at their respective addresses given on the first page of this agreement. However it shall be the duty of the Allottee(s) to inform the Developer in writing of any change subsequent to the execution of this Agreement in the above address by Registered/ Speed Post A.D. failing which all communications and letters posted at the above address shall be deemed to have been received by the Allottee(s).

**49. Joint purchasers**

That in case there are Joint Allottee(s) all communications, any payment or banking instrument, cheque(s) shall be sent by the Developer to the Allottee(s) whose name appears first in this Agreement and at the address given by him/ her, and who shall for all purposes be considered as First and Main Applicant and such service deemed to have been served upon all the Allottee(s).

**50. Laws of India**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

**51. Arbitration**

All or any dispute arising out of or touching upon or in relation to the terms of this Agreement or its termination, including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications thereof for the time being in force. The arbitration proceedings shall be held at the corporate office of the Developer, in Delhi by a Sole Arbitrator who shall be the Developer's Company Secretary, or any person nominated by the Developer. The Allottee(s) hereby confirms that he/ she shall have no objection to this appointment and that the decision of the said sole arbitrator shall be final and binding upon both parties.

**52. Jurisdiction**

In furtherance to the provisions of clause 51, the Courts at Delhi and High Court of Delhi shall alone have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement regardless of the place of execution of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures.

Signed and Delivered by the within named Allottee(s) with assurance that they have read and understood the contents of this agreement and have applied judicious mind and where necessary have sought professional guidance of their council and/or solicitor, in the presence of witnesses, at \_\_\_\_\_ on dated \_\_\_\_\_.

*[Developer]*

*[Allottee(s)]*

Signature (of the first /sole Allottee):

Signature (of the joint-Allottee):

Name:

Name:

Signed and Delivered by the within named Developer in the presence of witness at Delhi on dated \_\_\_\_\_.

On behalf of **M/s AMR Infra Solutions Pvt. Limited**

WITNESSES:

Signature:

Name:

Address:

*[Developer]*

*[Allottee(s)]*

ANNEXURE - I

TO THE ALLOTMENT AGREEMENT  
DETAILS OF THE SCHEDULED PROPERTY

The Scheduled Property as delineated in the Zonal Plan for approval from the GNIDA, and its  
Location marked in the Map



[Developer]

[Allottee(s)]

**ANNEXURE - II**

TO THE ALLOTMENT AGREEMENT - SCHEDULE OF PAYMENTS

Note:

1. Stamp Duty and registration charges will be charged extra as applicable at the time of registration.

*[Developer]*

*[Allottee(s)]*

**ANNEXURE - III**

**TO THE FLAT ALLOTMENT AGREEMENT - DEFINITION OF SUPER AREA**

Super Area for the purpose of calculating the sale price in respect of the said Flat shall be the sum of Flat area of the said Flat and its pro-rata share of common areas in the entire said Building.

Whereas the Flat Area of the said Flat shall mean entire area enclosed by its periphery walls including area under the walls, columns, balconies, cupboards, etc. and half the area of common walls with other premises/flats, which form integral part of the said flat. Common Areas shall mean all such parts/areas in the entire building which the Allottee(s) shall use by sharing with other occupants of the said Building that include entrance lobby, driver's/common toilet, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircase, munties, service areas including but not limited to lift machine room, maintenance offices/stores, etc, architectural features, if provided, and security/fire control rooms.

In case of flats provided with exclusive open terraces the calculation of super area shall be dealt with separately. Flat Allottee(s), however, shall not be permitted to cover such terraces and shall use the same as open terrace only and in on other manner whatever.

However it is specifically made clear that the computation of Super Area of the Flat does not include the following:

- a) Sites earmarked for commercial shop and shop(s).
- b) Sites/Building/Area of Community Facilities and Amenities like Club/Community Centers, Dispensary, Crèche, Religious Buildings, Health Centres, Police Posts, Electrical Sub-Stations.
- c) Roof/top terrace above flats, overhead tanks/underground tanks, pump rooms, boundary wall, guardrooms, and garbage dumps.
- d) Car parking area within the Building or around Premises:
  - i) Covered parking area allotted to Flat Allottee(s), for exclusive use, at basement level.
  - ii) Open reserved car parking area in and around Apartment 55 By AMR.

It is further clarified that the Super Area mentioned in the Agreement is tentative and is for the purpose of computing sale price in respect of said Flat. The inclusion of common area within the said building/tower for the purpose of calculating super area does not give any right, title or interest to the Allottee(s) in common areas being shared with other occupants/Allottee(s) in the said building subject to timely payment of maintenance charges.

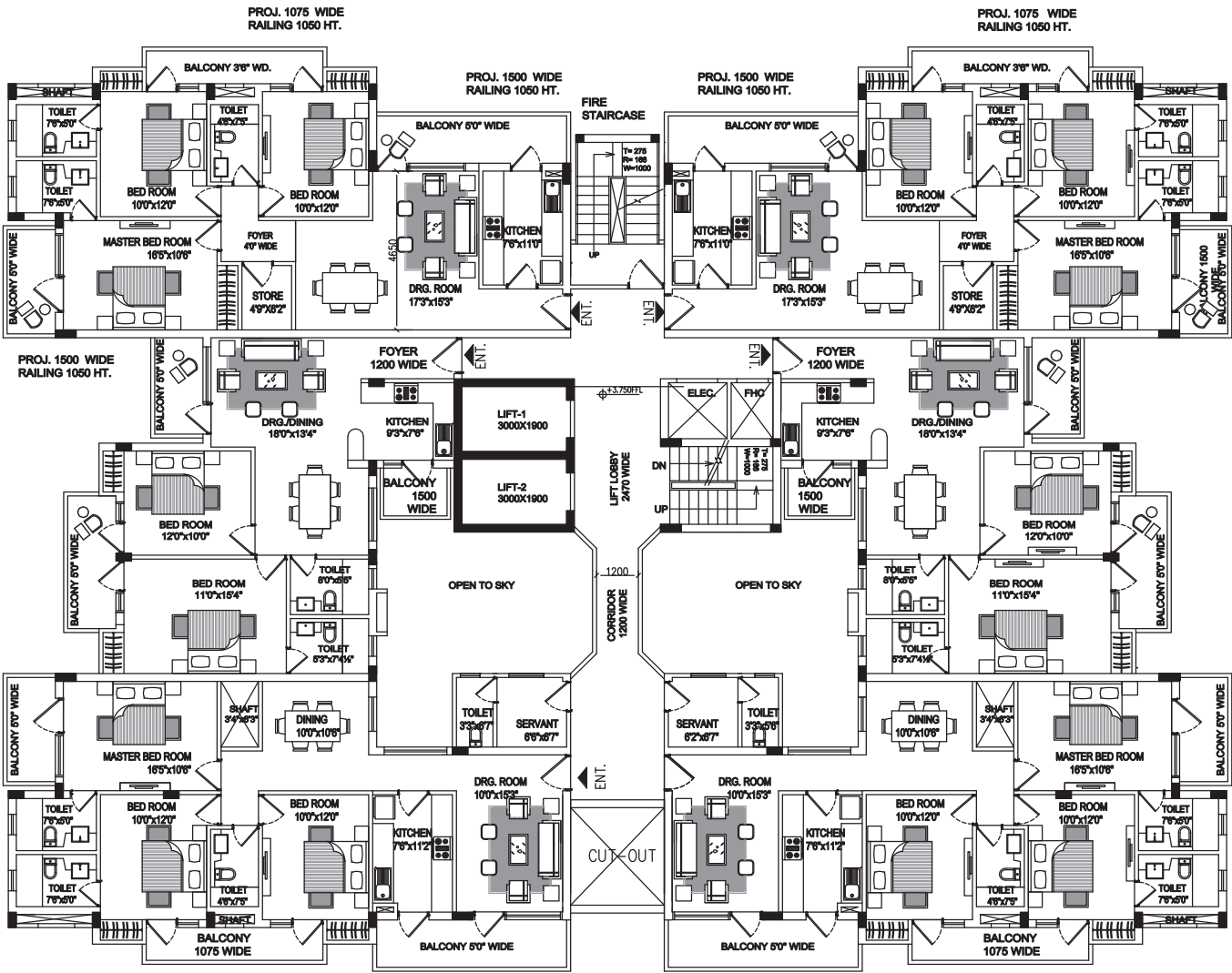
*[Developer]*

*[Allottee(s)]*



ANNEXURE - IV

TO THE ALLOTMENT AGREEMENT  
DETAILS OF THE FLOOR PLAN - UNIT



BLOCK PLAN

"APARTMENT 55" GREATER NOIDA

TYPICAL FLOOR PLAN

[Developer]

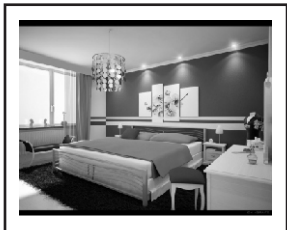
[Allottee(s)]

**ANNEXURE - V**

**Specifications**

**Master Bedrooms / Bedroom**

- ❖ Floor : Imported Laminated Wooden flooring in Master Bedroom and vitrified tiles in other Bedrooms
- ❖ Walls : Acrylic emulsion paint
- ❖ Ceiling : Oil bound distemper and POP moulding & cornice



**Semi Modular Kitchen**

- ❖ Walls : Ceramic tiles /upto 2'.0" above counter and Oil bound distemper in the balance area.
- ❖ Floor : Combination of one or more of Vitrified Tiles / Ceramic tiles.
- ❖ Counter : Polished Counter with top



**Electrical Fixtures**

- ❖ Lights in all Bedrooms, Drawing/Dining Room



**External Finishes**

- ❖ Textured Finish



**Toilets**

- ❖ Walls : Combination of one or more of Ceramic Tiles / Stone / Mirrior / Acrylic Emulsion.
- Floor : Combination of one or more Ceramic Tiles / Stone
- Fitting / : Single lever C.P. fittings, Wall hung WC Exhaust Fan. Conventional fittings.



Disclaimer: Color & Design of tiles can be changed without prior notice. All products such as Marble/Granite/Wood/Tiles have inherent characteristics of slight variations and cracks and behavior. Specifications are indicative and are subject to change as decided by company/Architect or competent Authority. Marginal variations may be necessary during construction. The extent/number/variety of the equipment/applianecs and their make/brand thereof are tentative and liable to change at sole discretion of the company. Applicant/Allottee shall not have any right to raise objection in this regard.

*[Developer]*

*[Allottee(s)]*





"This is artistic Impression"

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