

**FLAT ALLOTTEE (S) AGREEMENT**

THIS AGREEMENT is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN**

**M/S GARDENIA AIMS DEVELOPERS PVT. LTD.**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office Chamber No.2, (Basement), 61 Vinobapuri, Lajpat Nager-II, New Delhi 110 024, and Corporate Office at \_\_\_\_\_ acting through its director (s) \_\_\_\_\_, Son of Mr. \_\_\_\_\_ authorized vide Board Resolution dated \_\_\_\_\_ hereinafter referred to as **"DEVELOPER"** (which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors in interest, assigns and legal representatives of the **ONE PART**;

**AND**

1. Sh./Smt. \_\_\_\_\_  
S/D/W of Sh. \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PAN \_\_\_\_\_

2. \*Sh./Smt. \_\_\_\_\_  
S/D/W of Sh. \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PAN \_\_\_\_\_

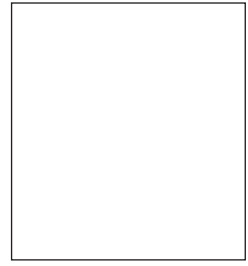
3. \*Sh./Smt. \_\_\_\_\_  
S/D/W of Sh. \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
PAN \_\_\_\_\_

(\*To be filled in case of joint purchasers)

(hereinafter singly/ Jointly, as the case may be, referred to as the **'Flat Allottee'** which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns of the **OTHER PART**.

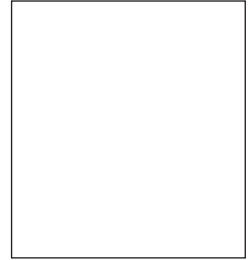
**B. FOR PARTNERSHIP FIRMS**

M/s. \_\_\_\_\_ a partnership firm duly registered under the Partnership Act and competent to enter into this agreement through its partner Sh./ Smt. \_\_\_\_\_ S/o D/o \_\_\_\_\_ (hereinafter referred to as the 'Flat Allottee (s)' which Expression shall unless repugnant to the context or meaning thereof, be deemed to include the entire Partnership firm and their heirs, legal representatives, administrators, executors, nominees, successors and Permitted assigns) of the OTHER PART.



**C. FOR COMPANIES**

M/s. \_\_\_\_\_ a company registered under the Companies Act. 1956, having its registered office at \_\_\_\_\_ and Corporate office at through its duly authorized signatory Sh./Smt. \_\_\_\_\_ authorized vide Board Resolution dated \_\_\_\_\_ (thereinafter referred to as the 'Flat Allottee (s)' which expression shall unless repugnant to the context or meaning thereof, be deemed to include its Administrators, successors in interest, nominees and permitted assigns) of the OTHER PART.



**WHAREAS** the Developer is Special Purpose Company (SPC in Short) comprising of M/S GARDENIA INDIA LTD. having its registered office at Chamber No.2, (Basement), 61 Vinobapuri, Lajpat Nager-II, New Delhi 110 024 (Lead Member); M/S AIMS PROMOTERS (P) LIMITED having its Corporate Office R-10, 11 & 12, Ansal Chamber-1, 3 Bhikaji Cama Place, New Delhi-110066; MAXBLIS CONSTRUCTION (P) LIMITED having its Corporate Office at H-13, 1<sup>st</sup> Floor, Main Market, Laxmi Nagar, Delhi-110092; RELCON INFRAPROJECTS PVT. LTD. having its Corporate Office 105/C, Shyam Kamal Agarwal Market, Vile Parle (EAST), Mumbai-400057; QUALITY CONSTRUCTION COMPANY having its registered office at Shah House, Plot No. 142, 1<sup>st</sup> Floor, S.V. Road, Khar (WEST), Mumbai-400052 and MICHIGAN ENGINEERS PVT. LIMITED having its Corporate Office D-7, Commerce Centre, 78 Javji Dadaji Road, Tardeo, Mumbai-400034 (Relevant Members).

**AND WHEREAS** M/S GARDENIA INDIA LTD., M/S AIMS PROMOTERS (P) LIMITED, MAXBLIS CONSTRUCTION (P) LIMITED, RELCON INFRAPROJECTS PVT. LTD., QUALITY CONSTRUCTION COMPANY and MICHIGAN ENGINEERS PVT. LIMITED have enered into MOU dated 12.08.2009 vide which they had formed a Consortium in the name and style of GARDENIA-AIMS DEVELOPERS for participating in bids invited by New Okhla Industrial Development Authority (NOIDA) for allotment of the Group Housing Plots.

**AND WHEREAS** NOIDA vide letter dated 28.08.2009 accepted the bid of the consortium for allotment of the Group Housing Plot No. GH-001, Sector-46, Noida under the Group Housing Scheme GH-2009-(III).

**AND WHEREAS** vide allotment letter dated 03.09.2009, New Okhla Industrial Development Authority (NOIDA) has allotted Group Housing Plot No. GH-001, Sector-46, Noida under the Group Housing Scheme GH-2009-(III) admeasuring 51719 Sq. mtrs. to the Consortium comprising of M/S GARDENIA INDIA LTD., (Lead Member) M/S AIMS PROMOTERS (P) LIMITED, MAXBLIS CONSTRUCTION (P) LIMITED, RELCON INFRAPROJECTS PVT. LTD., QUALITY CONSTRUCTION COMPANY and MICHIGAN ENGINEERS PVT. LIMITED. (Relevant Members).

**AND WHEREAS** vide corrigendum letter dated 07.09.2009, NOIDA modified some terms and conditions of allotment letter dated 03.09.2009.

**AND WHEREAS** vide letter dated 23.10.2009, New Okhla Industrial Development Authority (NOIDA) has granted approval of Special Purpose Company (SPC) in the name of Developer i.e. GARDENIA AIMS DEVELOPERS PVT. LTD. with respect to Group Housing Plot No. GH-001, Sector-46, Noida admeasuring 51719 Sq. mtrs. Comprising of M/S GARDENIA INDIA LTD., (Lead Member) M/S AIMS PROMOTERS (P) LIMITED, MAXBLIS CONSTRUCTION (P) LIMITED, RELCON INFRAPROJECTS PVT. LTD., QUALITY CONSTRUCTION COMPANY and MICHIGAN ENGINEERS PVT. LIMITED. (Relevant Members).

**AND WHEREAS** it has been agreed among the consortium members/members of the SPC that M/S GARDENIA INDIA LTD., shall remain always the Lead Member of the consortium till the completion of the project and the members of the consortium shall not be changed till the completion of the project except in accordance with the terms and conditions of Allotment letter dated 03.09.2009 issued by NOIDA.

**AND WHEREAS** New Okhla Industrial Development Authority (NOIDA) has executed lease deed dated 26.10.2009 in favour of the developer and the same has been registered at S. No. 2820, Vahi No. 1, Jild No. 1700, Pages 343 to 378 dated 26.10.2009 with the office of Sub-Registrar-III, Noida.

**AND WHEREAS** the possession of the said Plot has been given to the developer vide order dated 27.10.2009 passed by NOIDA.

**AND WHEREAS** vide letter dated 08.02.2010 NOIDA intimated the developer that the area of the said plot has been increased as per the site plan and the new area is 51719 sq. mts.

**AND WHEREAS** a supplementary deed was executed by the NOIDA in favour of the developer on 17.02.2010 due to the increase in area of the said plot and the same has been registered S. No. 539, Vahi No. 1, Jild No. 1807, Pages 181 to 194 on 17.02.2010 with the office of Sub-Registrar-III, Noida.

**AND WHEREAS** the developer is developing the said Plot of Land by constructing thereon a Group Housing complex know as "**GARDENIA AIMS GLORY**" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities.

**AND WHEREAS** the Flat Allottee (s) has agreed to the terms and conditions as set out in this agreement and in the application for the allotment of a Residential Flat with Parking Space details of which are given in Annexure- "A" annexed to this agreement (hereinafter referred to as the said "Flat").

**AND WHEREAS** the Flat Allottee (s) has represented that he has applied for allotment of said Flat with full knowledge of all laws / notifications and rules applicable to the area in general and the arrangements pertaining to the said Complex named as "**GARDENIA AIMS GLORY**", and has satisfied himself in respect of ownership and title of the property in particular which have been explained by the Developer and understood by him.

**AND WHEREAS** the Flat Allottee (s) has represented that he has seen and verified the relevant documents / papers pertaining to the said Complex and is fully satisfied that the title in the plot of the Land of the said Complex is marketable and the Developer has right and authority of marketing the Flats build in the said Complex to any party and the Flat Allottee (s) hereby accepts and agree/s to abide by the terms and conditions of this Agreement. Further the Flat Allottee(s) has also seen and understood the tentative plans, designs, and specifications of the said flat and the said Complex and is and it's desirous of purchasing the said Flat.

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

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

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

1. That the Developer hereby agree/s to sell and the Flat Allottee (s) hereby agrees to purchase the Flat as described in Annexure-"A" to this Agreement in the said Complex as per plans and specifications inspected, seen, agreed and accepted by him for a basic sale price plus other applicable additional charges as described in Annexure-"B" annexed to this Agreement in respect of the said Flat.
2. That the Flat Allottee (s) hereby agree/s to pay to the Developer the basic sale price and other development / preferential charges and additional charges as per the payment plan opted by the Flat Allottee (s) and described in **Annexure-"B"**.
3. That the Flat Allottee (s) hereby agree/s that he shall pay the price of the said Flat and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Complex. It is further understood and agreed by the Flat Allottee (s) that the super area given in this Agreement is tentative and subject to change upon approval of final building plan(s) and/or on completion of construction of the Complex. The Flat Allottee (s) hereby agree/s that no claim, monetary or otherwise will be raised in case of any change.
4. That both the parties have agreed that the cost of development and construction of the said Flat is escalation-free, save and except increases, which the Flat Allottee (s) hereby agree/s to pay due to increase in Flat area, and increase in Govt. rates, taxes, cesses etc., and / or any other charges which may be levied or imposed by the Govt./Statutory Authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc., of any Government or the Competent Authorities made applicable to the said Flat / said Complex requiring the Developer to provide pollution control devices, effluent treatment plant, water harvesting system etc. in the said Complex, then, the cost of such additional devices, equipments etc. shall also be borne and paid by the Flat Allottee (s) in proportion to the area of his/their Flat to the total area of all the Flats in the said Complex, as and when demanded by the Developer.
5. That the Flat Allottee (s) specifically agree/s to pay directly or if paid by the Developer then reimburse to the Developer on demand, all government charges, levies, service tax, any other charges, fees, taxes etc., leviable in future on the said Land and / or said Complex to be constructed on the said Land or the said Flat as the case may be, as assessable / applicable from the date of allotment of the said Flat to the Flat Allottee (s) and the same shall be borne and paid by the Flat Allottee (s) in proportion to the super area of the said Flat. If such charges are increased (including with retrospective effect) after the sale deed has been executed, then, such charges shall be treated as unpaid sale price of the said Flat and the Developer shall have the first charge / lien on the said Flat for recovery of such charges from the Flat Allottee (s).
6. That the Super Area of the said Flat means the covered area of the said Flat including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lofts etc. and half the area of common walls with other premises / Flats which form integral part of said Flat and proportionate Common areas. The common areas shall mean all such parts / areas in the entire said Complex which the Flat Allottee (s) shall use by sharing with other occupants of the said Complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties,

services areas including but not limited to, lift area, machine/pumping set room, security /fire control rooms, maintenance offices / stores, guards Cabin etc., if provided.

7. That it is further understood and agreed by the Flat Allottee (s) that the area of the said Flat given in this Agreement is tentative and subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Developer which may result in change (decrease/increase) in the area of the said Flat, change in its dimensions, size, location, number, boundaries etc. The final area, size, location, number, boundaries etc., shall be confirmed by the Developer on completion of the Complex. In case of increase in the area of the said Flat, the Flat Allottee (s) shall pay at the prevailing Developer's rate / market rate for the increased area. In case of decrease of the allotted area of the said Flat, the amount received in excess over and above the total cost of the said Flat based on the changed area, shall be refunded / adjusted (as the case may be) by the Developer to the Flat Allottee (s) along with interest @ 6 % p.a. from the date of receipt of the full amount till the date of payment.

8. That the Flat Allottee (s) hereby agree/s to pay Preferential Location Charges (PLC) for preferential location as described in this Agreement in the manner and within the time as stated in the Payment plan annexed herewith as Annexure-"B". However, the Flat Allottee (s) has/ have specifically agreed that if due to any change in the layout plan, the said Flat ceases to be in a preferential location, the Developer may adjust or refund only the amount of preferential location charges paid by the Flat Allottee (s) and such amount shall be adjusted in the last installment as stated in the payment plan annexed herewith as Annexure – "B". If due to any change in the layout plan, the said Flat becomes preferentially located, in such case, the Flat Allottee (s) shall be liable and agree/s to pay the amount as and when demanded by the Developer as preferential location charges.

9. That the Developer is responsible for providing internal development within the said Complex which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as trunk water and sewer lines, storm water drains, roads, electricity, horticulture etc., are to be provided by the Govt. or the concerned authority up to the periphery of the said Complex.

10. That it is agreed by the parties, that the Fire fighting equipment and / or preventive measures may be installed by the Developer in the common area if required by any law / byelaw order or directions or guidelines of the Govt. / any Statutory Authority/Body or if deemed necessary by the Flat Allottee (s) and the costs thereof shall be chargeable extra from the Flat Allottee (s) on pro-rata basis.

11. That the Developer has defined the standard of internal development and in case of any change at a later stage in the specifications of internal development thereby resulting in the Developer incurring any extra expenses on account of such changes, the same shall be recovered on pro-rata basis from the Flat Allottee (s) and shall be payable as and when demanded by the Developer.

12. That the Flat Allottee (s) agree/s that specifications shown in the brochure / pamphlet/advertisings etc. are indicative only and that the Developer may on its own provide any additional / better specifications and / or facilities other than those mentioned in the brochure / pamphlet advertisings etc. due to technical or aesthetic reasons including non-availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Complex / said Flat. The Flat Allottee (s) agree/s to pay for the cost of additional / better specifications and / or facilities as additional charges proportionately or as the case may be, as and when demanded by the Developer.

13. That it is an essential condition of this agreement that the said Flat shall always be used only for the purpose it has been allotted. Any change in the specified use, which is not in consonance with the theme of the said Complex or is detrimental to the public interest will be treated as a breach of the terms of the agreement entitling the Developer to cancel the agreement and to forfeit the entire amount deposited by the Flat Allottee (s). Thereafter, the Flat Allottee (s) shall not have any right, title or interest in the said Flat allotted to him/them.

14. That this Allotment is subject to the terms and conditions of sanction of layout plan and / or licenses issued by concerned department of New Okhla Industrial Development Authority, Government or any authorities in respect of the said Land / said Complex of the Developer and the Flat Allottee (s) hereby accept/s and agree/s to abide by and to be bound by the same.

15. That the Flat Allottee (s) hereby agree/s to make all the payments within time as per the terms of Schedule of Payments as mentioned above and / or as may be demanded by the Developer from time to time without any reminders from the Developer through A/c Payee Cheque(s)/Demand Draft(s) in favour of **GARDENIA AIMS DEVELOPERS PVT. LTD.** payable at Delhi / New Delhi. The receipt of payment shall be issued by the Developer in the name of first Flat Allottee (s) in case the said Flat is allotted to joint Flat Allottee (s)] irrespective of payment received from any other person.

16. That it is agreed by the Flat Allottee (s) that the timely payment of installments and other allied charges indicated herein is the essence of this Agreement. It shall be incumbent on the Flat Allottee (s) to comply with the terms of payment and the Flat Allottee (s) herein has/have agreed that the Developer is under no obligation to send reminders for payments. If payment is not received by the Developer within the period as indicated in the payment plan opted by the Flat Allottee (s) or if there is any other breach of terms of this Agreement, then, the allotment may be cancelled.

17. That in the event of failure of the Flat Allottee (s) to perform his/their obligations or to fulfill all the terms and conditions set out in this Agreement, the Flat Allottee (s) hereby authorizes the Developer to forfeit, out of the amounts paid by him, the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable and the allotment of the said Flat shall stand cancelled. However, in exceptional circumstances the Developer may, in its absolute discretion, condone the delay in payment

by charging penal interest @ 18% p.a. for up to one month delay from the due date of outstanding and @ 24% p.a. up to next two months thereafter on all outstanding dues from their respective due dates. The amount paid over and above the earnest money, if any, shall however be refunded to the Flat Allottee (s) by the Developer without any interest after re-allotment of the said Flat and after compliance of certain formalities by the Flat Allottee (s).

18. That the Flat Allottee (s) hereby agree/s that out of the amount(s) paid/payable by him/them for the said Flat allotted to him/them, the Developer shall treat 20% of sale consideration, as earnest money to ensure fulfillment of all the terms and conditions by the Flat Allottee (s), as contained in the Agreement.

19. That the Flat Allottee/s agrees that the conditions for forfeiture of booking amount/earnest money shall remain valid and effective till the execution and registration of conveyance deed for the said Apartment as that the Flat Allottee/s has agreed to this conditions to indicate his commitment to faithfully abide by all the terms and conditions as contained in this application.

20. That the Flat Allottee (s), if resident outside India, is/are solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the Developer with such permission, approvals etc. which would enable the Developer to fulfill its obligations under this Agreement. The Flat Allottee (s) hereby understand/s and agree/s that in the event of any failure on his/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and Rules made there under as amended from time to time or any other law as may be applicable. The Developer shall not accept any responsibility in this regard.

21. That it is agreed by and between the Parties that unless a Sale Deed is executed and registered, the Developer shall continue to have full authority over the said Flat and all amounts paid by the Flat Allottee (s) under this Agreement shall merely be a token payment for purchase of the allotted Flat and shall not give him any lien or interest on the said Flat until he has complied with all the terms and conditions of this Agreement and a Conveyance of the said Flat has been executed and registered in her/their favour.

22. That the Flat Allottee (s) is not entitled to get the name(s) of his nominee(s) substituted in his place. The Developer may however, in its sole discretion, permit such substitution on such terms and conditions including payments of administrative charges as it may deem fit only when the 90% of the total cost of the flat has been paid to the Developer. Any change in name (including addition / deletion) of the Flat Allottee (s) will be deemed as substitution for this purpose.

23. That the Flat Allottee (s) shall also be entitled to use the common areas and facilities within the said complex which may be outside the land underneath the said Complex Building earmarked as generally commonly used areas & facilities by all the occupants / users of the said Land. However, such generally common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the respective occupants for their use. It is further made clear to the Flat Allottee (s) that the Flat Allottee (s) shall have no right, title or interest in other unreserved covered parking spaces available to visitors / other occupants / users in the said Complex on payment of operational / maintenance charges and such parking spaces shall be under the exclusive ownership of the Developer and shall be dealt with by the Developer at its own discretion as it may deem fit.

24. That the Flat Allottee (s) further agree/s that the reserved covered parking space(s) allotted to him / her for exclusive use shall be understood to be together with the said Flat and the same shall not have independent legal entity detached from the said Flat. The Flat Allottee (s) undertakes not to sell / transfer / deal with the reserved covered parking space independent of the said Flat. The Flat Allottee (s) undertakes to park his / her vehicle in the parking space allotted to him / her and not anywhere else in the said Land. The Flat Allottee (s) agree/s that all such reserved car parking spaces allotted to the occupants of the said Complex shall not form part of common areas and facilities of the said Flat. The Flat Allottee (s) agree/s and confirms that the reserved covered parking space allotted to him / her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, and repossession etc. of the said Flat under any of the provisions of this Agreement.

25. The construction of the complex is likely to be completed as early as possible subject, however, to force major regular and timely payments by the Allottee(s), availability of building material etc., change of laws by Government/local authorities etc. No claim by way of damage or compensation shall lie against the Developer in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Developer. The Complex is proposed to be completed by ..... However, if there is delay in possession beyond due date due to any other reason, the Developer will pay the Allottee(s) (after a grace period of ..... months,) a sum at the rate of Rs. 5/- (Rs. Five only) per sq. ft. of Super area per month for the period of delay to the Flat Allottee (s), provided however, that the Flat Allottee (s) has made payment of all installments towards the sale consideration of the said Flat in time and without making any delay to the Developer.

26. That the Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Agreement if such performance is prevented, delayed or hindered by Act of God, fire, storm, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer. Further, the Developer shall not be held liable for any delay in delivery of possession of the said Flat to the Flat Allottee (s) if the delay is caused due to carrying out any alternate / additional work demanded by the Flat Allottee (s) in the said Flat at any point of time during development of the said Flat.



27. That the Developer shall offer in writing to the Flat Allottee (s) to take over, occupy and use the said Flat within thirty days from the date of offer of possession and the Developer shall hand over the said Flat to the Flat Allottee (s) for his occupation and use subject to the Flat Allottee (s) having complied with all the terms and conditions of this Agreement and is not in default under any of the terms and conditions herein and has complied with all provisions, formalities, documentation etc., as may be prescribed by the Developer in this regard.

28. That upon receiving a written intimation from the Developer, the Flat Allottee (s) shall within the time stipulated by the Developer in the notice offering possession, take over possession of said Flat from the Developer by executing necessary indemnities, undertakings and such other documentation as the Developer may prescribe and the Developer shall after satisfactory execution of such documents and payment by Flat Allottee (s) of all the dues permit the Flat Allottee (s) to occupy and use the said Flat. If the Flat Allottee (s) fails to take over the said Flat as aforesaid within the time limit prescribed by the Developer in its notice, the said Flat shall lie at the risk and cost of the Flat Allottee (s) and the Developer shall have no liability or concern thereof. Further, in the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Flat on expiry of thirty days of offer of possession for the purpose of payment of applicable maintenance charges or any other taxes, levies, outflows on account of the Flat or for any other purpose.

29. That further it is agreed by the Flat Allottee (s) that in the event of his failure to take over the said Flat in the manner as aforesaid, the Flat Allottee (s) shall pay to the Developer holding charges at the rate of Rs. 5/- (Rs. five only) per sq. ft. of the super built-up area of the said Flat per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said Flat till the entire holding charges with applicable over due interest at the rates as prescribed in this Agreement along with the applicable maintenance charges are fully paid. It is made clear and the Flat Allottee (s) agree/s that the 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.

30. That, if for force major reasons or for reasons beyond the control of the Developer, the whole or part of the Complex is abandoned or abnormally delayed, no other claim will be preferred except that Flat Allottee (s) money will be refunded without interest from the happening of such eventuality after compliance of certain formalities by the Flat Allottee (s).

31. That the Flat Allottee (s) shall, after taking possession deemed possession of the said Flat, as the case may be, or at any time thereafter shall have no objection to the Developer developing or continuing with the development of other Flats adjoining the said Flat sold to the Flat Allottee (s).

32. That the Developer is authorized to raise loan by creating mortgage of the Complex land from any bank/financial institution/agency and the Flat Allottee (s) will have no objection in this regard. However, such mortgage, if created will be got vacated and redeemed before handing over the possession of the said Flat to the Flat Allottee (s).

33. That upon completion of the Complex, the Developer shall (subject to the whole of the consideration money and other charges and dues being received), execute and register the Sale Deed of the Flat in favour of the Flat Allottee (s) in such a manner as may be permissible at the cost and expense of the Flat Allottee (s) and on the terms and conditions of this Agreement except those omitted by the Developer as unnecessary and the terms and conditions, if any, imposed by the Authorities in this behalf.

34. That the Stamp Duty, registration fee and other charges for execution and register of this Agreement, Sale Deed or any other documents with respect to the said Flat shall be payable by the Flat Allottee (s) within the time specified in call notice given by the Developer to the Flat Allottee (s). The Flat Allottee (s) shall be fully responsible for paying any deficient Stamp Duty and other charges to the Govt. authorities.

35. (a) That the Flat Allottee (s) will be entitled to possession of the said Flat only after all the amounts payable under this Agreement are paid and the Sale Deed in respect of the said Flat is executed and duly registered with the Registrar / Sub-Registrar concerned.

(b) That the Flat Allottee (s) after taking possession of the said Flat shall have no claim against the Developer in respect of any item of work which may be alleged not to have been carried out or completed in the said Flat or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified / removed before taking the possession of the said Flat by the Flat Allottee (s) or his authorized representative.

(c) That the Terrace rights of the Flat shall remain with the Developer unless allotted to Flat Allottee (s) against consideration. The Flat Allottee (s) shall have no objection if the Developer gives on lease or hire any part of the top roof / terraces above the top floor for installation and operation of antennae, satellite dishes, communication towers etc.

(d) No further construction / modification are permissible to the Flat Allottee (s) anywhere in the Flat including over the roof / terrace of the said Flat.

36 That the common areas and facilities shall remain under the control of the Developer whose responsibility will be to maintain and upkeep the said spaces, sites until the same are transferred / assigned to the maintenance agency.

37 That the Flat Allottee (s) shall not at any time demolish the said Flat or any part thereof nor will at any time make or cause to be made any additions or alterations of whatever nature to the said Flat or any part thereof which may affect the other Flat or common areas and the structure of the complex. The Flat Allottee (s) shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.

38 (a) That in order to provide necessary maintenance services, the Developer may, upon the completion of the said Complex, hand over the maintenance of the said Complex to any body corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Developer in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc., of the Complex including other common areas, landscaping and common lawns, water bodies of the Complex will be organized by the Developer or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Flat Allottee (s) shall be liable to make payment of such cost to the Developer or maintenance agency appointed by it. In case of failure of Allottee to make payment of maintenance charges against stipulated period, he shall be liable to pay interest at the rate of 18% per annum and non-payment shall also disentitle the Flat Allottee (s) to the enjoyment of common services including electricity, water etc.

(b) That the Flat Allottee (s) hereby agree/s to keep with the Developer an Interest Free Maintenance Security (IFMS) deposit towards payment of maintenance charges in order to secure adequate provision of the maintenance services and due performance of the Flat Allottee (s) in paying promptly the maintenance bills and other charges as raised by the maintenance agency. The Flat Allottee (s) further agree/s to deposit the said interest free maintenance security as per the schedule of payment given in this Agreement and to always keep it deposited with the Developer or its nominee/maintenance agency. A separate maintenance Agreement between the Flat Allottee (s) and the Developer or its nominee/maintenance agency will be signed at a later date.

(c) That the Developer shall have the right to transfer the IFMS of the Flat Allottee (s) to the maintenance agency/association of Flat owners as the Developer may deem fit, after adjusting there-from any outstanding maintenance bills and / or other outgoings of the Flat Allottee (s) at any time upon execution of the Sub-Lease Deed/Transfer Deed and thereupon the Developer shall stand completely absolved / discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and / or claims, if any, of the Flat Allottee (s) on account of the same.

(d) That the Developer or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Agreement including for connections / disconnections of the electricity and water and / or for repairing / changing wires, gutters, pipes, drains, part structure etc. However, in case of urgency or exigency situation, the Flat Allottee (s) hereby authorizes the Developer or Maintenance Agency and their representatives, employees etc. to break the lock, door, windows etc. of the said Flat to enter into the said Flat in order to prevent any further damages / losses to the life /property in the said Flat /Building/Complex and the Flat Allottee (s) hereby agree/s that the said action of the Developer or Maintenance Agency and their representatives, employees etc. is fair and reasonable and he undertakes to not to raise any objection to such action.

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

39. That the said Complex shall always be known as "**Gardenia Aims Glory**" and this name shall never be changed by the Flat Allottee (s) their association or anybody else.

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

41. That the terms and conditions contained herein shall be binding on the Occupier of the said Flat and default of the Occupier shall be treated as that of the Flat Allottee (s), unless context requires otherwise.

42. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable Super area of the said Flat, it is repeatedly and specifically made clear that it is only the inside space in the said Flat that has been agreed to be sold and the inclusion of the common areas in the computation does not give any right and title therein as such to the Flat Allottee(s).

43. That the Flat Allottee (s) shall not make noise pollution by use of loudspeaker or otherwise and / or throw or accumulate rubbish, dust, rags, garbage or refuse etc. anywhere in the said Complex; save and except at areas / places specifically earmarked for these purposes in the said Complex.

44. That it is clearly specified that the visitors / guests / relatives / staff of the Flat Allottee (s) / occupants of the Flat shall park their vehicles outside the complex or at the space earmarked by the Developer to avoid any inconvenience to the Flat Allottee (s) / occupants of the other Flats and it shall be the duty of the Flat Allottee (s) to ensure the same.

45. That the Flat Allottee (s) further agree/s that he shall not fix / install the Air Conditioners / Air Coolers or alike equipment at any place other than the spaces earmarked / provided for in the said Flat and shall not design or install or open them in the inside passages, common areas or in the staircases. The Flat Allottee (s) further ensures that no water shall drip from the said Air-Conditioners / Air Coolers or the like equipments in a way which may cause inconvenience to other Flat Allottee (s) / Occupants in the said Complex.

46. That delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to Flat Allottee (s) shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of

this Agreement by the Flat Allottee (s) nor shall the same in any manner prejudice the rights of the Developer.

47. That the Flat Allottee (s) hereby agree/s that in case he avails loan facility for the purchase of the said Flat, upon execution and registration of Sale Deed regarding the said Flat, the original Sale Deed shall be received by the Developer on behalf of the Flat Allottee (s) from the registration office directly and shall be deposited with the concerned financing institute / banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations and the undertakings given by the Developer in this regard.

48. That the Flat Allottee/s undertakes to pay the following charges:-

- a). Charges for electrification/connection from the electric supply authority/Developer base station to the sub-station in the complex and from the sub-station will be deposited by the Flat Allottee/s on prorata basis with the Developer before completion of the project while the charges for electrification/connection from the sub-station to the Apartment of Flat Allottee/s and for the meter (for the Apartment) will be paid directly by the Flat Allottee/s to the electric supply authority/ the Developer when electric connection is sought/obtained by him but prior to taking possession of the Apartment. However the cost of cabling from the Flat Allottee/s meter to the Apartment has been included in the basic sale price.
- b). Costs towards electricity meter security deposit, energizing charges etc.
- c). Security Deposit connection charges and recurring charges for piped gas connection if available.
- d). Proportionate charges for provision of any other items/facilities/specifications not specifically mentioned herein as may be required by any authorities or considered appropriate by the Developer.

49. The Flat Allottee/s has agreed to pay Earnest Money to ensure fulfillment of the terms and conditions as contained in this agreement. The Flat Allottee/s hereby authorizes the Developer to forfeit the Earnest Money paid in case of default by him/her. That the Flat Allottee (s) hereby agree/s that out of the amount(s) paid/payable by him/them for the said Flat allotted to him/them, the Developer shall treat 20% of sale consideration, as earnest money to ensure fulfillment of all the terms and conditions by the Flat Allottee (s), as contained in the Agreement.

50. That it is clearly agreed and understood by the Flat Allottee/s that it shall not be obligatory on the part of the Developer to send demand notices/reminder regarding the Payments to be made by the Flat Allottee/s or obligations to be performed by the Flat Allottee/s under this agreement or any further document signed or to be signed by the Flat Allottee/s with the Developer. The Flat Allottee/s hereby also covenants to observe and perform all the terms and conditions of this agreement and to keep the Developer and its agents and representatives, estates and effects indemnified and harmless against the said Payment and observance and performance of the said terms and conditions and also against any loss or damages that the Developer suffer as a result of non-performance of the said terms and conditions by the Flat Allottee/s.

51. That in the event the Flat Allottee fails to pay any installment/s and/or other charges with interest within 30 days in case of down Payment plan (DP) or within 60 days in case of time linked Payment plan (TLP) / construction linked Payment plan (CLP) from the due date the Developer shall have the right to cancel/ terminate the allotment forthwith and the entire amount of earnest money deposited by the Flat Allottee/s and upon such cancellation the Flat Allottee/s shall be left with no right, title interest or lien, on the said Apartment whatsoever. Upon such cancellation/termination of the allotment the Flat Allottee/s in addition to the forfeiture of the earnest money shall also be liable to reimburse to the Developer the amount of brokerage/commission paid if any by the Developer towards the booking/allotment of the said Apartment. The amount paid if any over and above the earnest money and the brokerage/commission recoverable shall be refunded by the Developer without interest after adjustment of interest accrued on the delayed Payment/s if any due from the Flat Allottee/s subject to release of mortgage by the bank /financial institution of the Flat Allottee/s if any and upon obtaining no objection certificate from the said bank/financial institution and upon re-allotment of the Apartment to any other person/party by the Developer. In the event of the allotment being terminated/cancelled as aforesaid the Developer shall be free to allot the Apartment to new Flat Allottee/s on the terms and conditions as deemed fit by the Developer.

52. That the Flat Allottee/s agrees not to do any act deed or thing or obstruct the construction and completion of the said Apartment/tower complex in any manner whatsoever.

53. That the default in making Payment by any of the Flat Allottee/s in case of allotment in joint names shall be treated as default by both/all the Flat Allottee/s and they shall be jointly and severally liable and responsible for all the consequences.

54. That in case of payment by Cheque /DD the date of clearance of the Cheque/DD shall be taken as the date of Payment. A Cheque which is dishonored for any reason whatsoever will call for an administrative charges of Rs. 5,500/-. The Flat Allottee/s should note that acceptance of such Payment with administrative charges of Rs. 5,500/- is a matter of sole discretion of the Developer without prejudice to any other rights of the Developer.

55. That if the Cheque submitted by the Flat Allottee/s along with this agreement dishonored Developer will not be under any obligation to inform the Flat Allottee/s about the dishonor of the Cheque or cancellation of the agreement. The agreement shall be deemed to be cancelled.

56. That the Developer proposes to develop a recreational club with a pool, gym and health club and Multi-Purpose Hall in the complex subject to the permissions/sanctions from the statutory bodies for the purpose of social activities and the Flat Allottee/s has agreed to avail Membership of this club. This club may be developed simultaneous to or after development of the said Apartment. It is understood by the Flat Allottee (s) that the charges for Membership of the club would be separate and the Flat Allottee (s) has to apply for its Membership



separately on the Payment of the applicable charges. The grant of Membership of the club is the sole discretion of the Developer. The flat Allottee(s) agree (s) that the maintenance and running of the club would be the exclusive right of Developer or its nominee/s and the Developer or its Nominee would be solely entitled to run the same without any interference from the Flat Allottee (s) or resident welfare associations or anybody else. The club & multi-purpose Hall shall be managed by the Developer or its nominee/s & the Flat Allottee/s or Resident Welfare Association or anybody else shall not interfere in the same. In all eventualities the ownership of the club & multi-purpose Hall its equipment, building, furniture etc. and rights in the land underneath shall continue to vest in the Developer irrespective of the fact that its management is with the Developer and or its nominee/s or a third party appointed for the purpose. The Flat Allottee/s may be entitled to avail of the facilities/services provide by the club & multi-purpose Hall as per the Developer rules and regulations and on Payments of such charges as may be fixed by the Developer from time to time an or grant of membership by the Developer. The Developer in its description may grant the membership of the club to anyone other than Flat Allottee (s) and Flat Allottee (s) shall have no objective to it.

57. That It is specifically made clear to the Flat Allottee/s that all defaults breaches and/or non-compliance of any of the terms and conditions of the Developer shall be deemed to be events of defaults liable for consequences including cancellations/termination of the allotment and forfeiture of earnest money etc. With a view to acquaint the Flat Allottee/s some of the indicative events of defaults are mentioned below which are merely illustrative and not exhaustive:-

- a) Failure to make Payments within the time as stipulated in the schedule of Payments/Payment plan and failure to pay stamp duty, legal charges, registration and any incidental charges any increases in security deposited including but not limited to maintenance security deposit any other charges deposits, fee, taxes, etc. as may be notified by the Developer to the Flat Allottee/s and all other defaults of similar nature.
- b) Failure to perform and/or observe any of the Flat Allottee/s obligations as contained in this agreement or if the Flat Allottee/s fails to execute any other deed/documents/undertaking/indemnities etc. as may be warranted or called for or failure to perform any other obligation in relation to the said allotment.
- c) Failure to take over the said Apartment for occupation and use within the time stipulated by the Developer in its notice.
- d) Failure to pay on or before its due date the maintenance charges, maintenance security deposit or any increases in respect thereof as demanded by the Developer, its nominee or its nominated maintenance agency or associations of Apartment owners.
- e) Failure to execute maintenance Agreement with the Developer or its nominated maintenance agency.
- f) Failure to execute conveyance deed within the time stipulated by the Developer in its notice.
- g) Assignment of Apartment allotted or any interest of the Flat Allottee/s without prior written consent of the Developer.
- h) Dishonor of any Cheque given by the Flat Allottee/s for any reason whatsoever.
- i) Sale/transfer/disposal of the parking space by the Flat Allottee/s in any manner except with the said Apartment.
- j) Any other acts deeds or things which the Flat Allottee/s may commit omit or fail to perform in terms of allotment Developer's standard Agreement any other undertaking, affidavit, Agreement, indemnity etc. or as demanded by the Developer which in the opinion of the Developer amounts to an event of default and the Flat Allottee/s agrees and confirms that the decision of the Developer in this regard shall be conclusive, final and binding on the Flat Allottee/s.

58. That it being expressly agreed that in the event of any delay in completion the Apartment allotted to the Flat Allottee/s due to reasons beyond the control of the Developer the Flat Allottee/s shall not be entitled to and agrees not to claim any abatement or compensation and/or with hold any Payment. It is being further expressly agreed that the said Apartment shall be deemed to have been completed if made fit for habitation and certified to be so by the architect/Developer Engineer for the time being of the tower, irrespective of the fact that the other Apartment in the Tower/Complex have been completed or not.

59. That the Flat Allottee/s agrees that it will make its own arrangement inside the Apartment for its servants as they are not allowed to sleep in the common area, basements etc. within the complex.

60. That the Flat Allottee/s agrees that the Developer shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by the Flat Allottee/s if the Developer's rights under the allotment are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint. The Flat Allottee/s agrees to keep the Developer fully informed at all times in this regard.

61. That the case the Flat Allottee/s has to meet any commitment to pay any commission or brokerage to any person for services rendered by such person to the Flat Allottee/s whether in or outside India for allotment of the Apartment applied by the Flat Allottee/s the Developer shall in no way whatsoever be responsible or liable therefore and no such commission or brokerage shall be deductible from the consideration amount agreed to be payable to the Developer for he said allotment. Further the Flat Allottee/s undertakes to indemnify and hold the Developer free and harmless from and against any or all liabilities and expenses in this connection.

62. That, if any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be consistent with the purpose of this Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. In no circumstances it shall render this Agreement void. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be

binding on both the parties.

- a) That the Flat Allottee (s) shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the application form for allotment of the said Flat shall be deemed to be the registered address of the Flat Allottee (s) until the same is changed in the manner aforesaid.
- b) That in case of joint Flat Allottee (s), all communication shall be sent by the Developer to the Flat Allottee (s) whose name appears first and at the address given by him and this shall for all purpose be considered as served on all the Flat Allottee (s) and no separate communications shall be necessary to the other named Flat Allottee (s).
- c) That all letters, receipts, and / or notices issued by the Developer or its nominees and dispatched Under Certificate of Posting/Registered A/D/Speed Post / Courier Service to the last known address of the Flat Allottee (s) shall be sufficient proof of receipt of the same by the Flat Allottee (s) and which shall fully and effectually discharge the Developer nominee.

63. That for all intents and purposes singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably whenever Flat Allottee (s) is a joint stock Developer, a firm or any other body corporate or organization or an association.

64. That, if at any stage this document requires to be registered under any law or necessity, the Flat Allottee (s) binds himself and agree/s to have the same registered through the Developer in his favour at his cost and expenses and keep the Developer fully absolved and indemnified in this connection.

65. That the all or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably or mutual discussion failing which the same shall be settled through arbitration. The disputes shall be settled through sole arbitrator appointed by the developer and the flat Allottee (s) shall be bound by the decision of the arbitrator. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in New Delhi/Delhi. Subject to the Arbitration as referred above, the courts at Delhi/New Delhi shall have the exclusive jurisdiction in all the matters arising out of / or touching upon and /or in connection with this Agreement.

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

**WITNESS :**

**1. Name :**

**Address :**

**2. Name :**

**Address :**

**SIGNED, EXECUTED & DELIVERED BY**

**For Gardenia Aims Developers Pvt. Ltd.**

**(Authorized Signatory)**

**(i) FLAT ALLOTTEE (S)**

**(ii) FLAT ALLOTTEE (S)**

1 ⊗

❁ 10 ❁

2 ⊗

**Annexure – A**

**DETAILS OF THE RESIDENTIAL FLAT**

All that Residential Flat bearing No. \_\_\_\_\_ in \_\_\_\_\_ Tower on \_\_\_\_\_  
Floor, at "GARDENIA AIMS GLORY", Group Housing Plot No. GH-001, Sector-46, Noida, Gautam Budh Nagar, U.P., having super area of  
approx. \_\_\_\_\_ sq.ft.

**PAYMENTS DETAILS OF THE RESIDENTIAL FLAT**

(I) Basis Sale Rate (BSR) @ Rs. \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) per sq.ft.  
(II) Basis Sale Price (BSP) Rs. \_\_\_\_\_  
(Rupees. \_\_\_\_\_ only)

**For GARDENIA AIMS DEVELOPERS PVT. LTD.**

**Flat Allottee (s)**

**(Authorized Signatory)**

**Flat Allottee (s)**

**Annexure –B**

**PAYMENT PLAN OF THE RESIDENTIAL FLAT**

**PLAN – A  
DOWN PAYMENT PLAN**

At The time of Booking/ Allotment	15% of BSP	Rs. _____
Within 45 days of Allotment	80% of BSP + _____	Rs. _____
On Offer of Possession	5% of BSP + Other Charges*	Rs. _____
<b>TOTAL</b>		<b>Rs. _____</b>

**PLAN – B  
FLEXI PAYMENT PLAN**

Upon Booking	15% of BSP	Rs. _____
Within 45 days of Booking	40% of BSP	Rs. _____
Upon excavation	10% of BSP	Rs. _____
Upon Casting of Raft	10% of BSP	Rs. _____
Upon Casting of Basement Slab	05% of BSP	Rs. _____
Upon Casting of 1st Floor Slab	05% of BSP	Rs. _____
Upon Starting of Brick Work	05% of BSP	Rs. _____
Upon Starting of Plastering	05% of BSP	Rs. _____
Upon Intimation of Possession	05% of BSP + *Other Charges	Rs. _____

\*Car Parking Charges (Open/Covered), Club Membership & Security Deposit, Wi-Fi Charges (if applicable), Power Backup Charges, Interest Free Maintenance Security, External Electrification charges, Fire Fighting Equipment Charges, Maintenance Charges, Lease Rent, Individual Electric Meter Connection Charges, External Development Charges (if applicable) and Additional Charges (if any) are payable separately.

**\*Stamp Duty + Regn. Charges to be paid at the time of registration as per Govt. Rule.**

**For GARDENIA AIMS DEVELOPERS PVT. LTD.**

**Flat Allottee (s)**

**(Authorized Signatory)**

**Flat Allottee (s)**