Annexure A9 (Copy)

(38)

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-DL92743350789787Q
Certificate Issued Date	:	18-Oct-2018 01:30 PM
Account Reference	:	IMPACC (IV)/ dl960003/ DELHI/ DL-DLH
Unique Doc. Reference	:	SUBIN-DLDL96000390141666133620Q
Purchased by	:	SHREE VARDHMAN DEVELOPERS PVT LTD
Description of Document	:	Article 5 General Agreement
Property Description	:	Not Applicable
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	SHREE VARDHMAN DEVELOPERS PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	SHREE VARDHMAN DEVELOPERS PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

FLAT BUYERS' AGREEMENT

THIS AGREEMENT is made at New Delhi on this 22nd day of Oct, 2018.

COMPANY

State Bank of India

BUYER(S)

Statutory Alert:

[illegible] authenticity [illegible] should be verified at www.shcilestamp.com [illegible]

[illegible] of the certificate

[illegible] authority

(39)

BETWEEN

M/s **Shree Vardhman Developers Pvt. Ltd.**, a company incorporated under the Companies Act, 1956, and having its Registered Office at 301-311, 3rd Floor, Indraprakash Building, 21-Barakhamba Road, New Delhi-110001 (hereinafter referred to as "**Company**" which expression shall, unless repugnant to the context hereof mean and include its successor-in-interest, administrator and permitted assigns) of the **First Part;**

AND



1. **Mr. Aditya Pappu**
   S/o Mr. Kameshwara Rao Pappu
   R/o. H. No. 7-1-58/5B-108, Divyashakti Appartment, Opp. Lal Banglow, Ameerpet, Hyderabad, Andhra Pradesh – 500016

2. Mr./Mrs./Ms._____
   Son/wife/daughter of _____
   _____
   Resident of _____
   _____

   Affix Photo of Buyer

3. Mr./Mrs./Ms._____
   Son/wife/daughter of _____
   _____
   Resident of _____
   _____

   Affix Photo of Buyer

(* to be filled up in case of Joint Buyers*)

COMPANY

(hereinafter referred to as the **"Buyer(s)"**, which expression shall unless repugnant to the context hereof mean and include his heirs, executors, administrators, legal representatives and permitted assigns) of the **Second Part;**

Whenever the Buyer(s) is a female, the expression "he", "him, "himself" etc., in this Agreement in relation to the Flat shall be read and construed as "she", "her", "herself" etc. These expressions shall be deemed as modified and read suitably and whenever the Buyer(s) is a Joint Stock Company, Body Corporate or a Firm or any Association of Persons and whenever there are more than one Buyer(s), the expression Buyer(s) in the Agreement shall be construed as including each of such Buyer(s) and their respective heirs, executors, administrators, legal representatives and permitted assigns etc.;

WHEREAS the company is Lawful recorded owner of land admeasuring 14.03 acres (herein after referred to as " **Project Land** ") in the revenue estate of Village Raipur Sector-10,Tehsil and District Sonepat, Haryana

AND WHEREAS the Company applied to the Director Town & Country Planning, Chandigarh, Haryana (**"DTCP"**) for change of land use of the Project Land and to grant a licence under the provisions of The Haryana Development and Regulations of Urban Area Act, 1975.

AND WHEREAS, DTCP has granted licence No. 269 of 2007 dated 04-12-2007 to the Company for development and construction of a Group Housing Project upon the Project Land.

AND WHEREAS the Company has planned to develop and construct a Group Housing Complex consisting of residential flats/apartments on the Project Land to be known as "**Shree Vardhman Gardenia**" (hereinafter referred to as the said "**Complex**"), as per plans prepared by the Company and submitted for approval.

AND WHEREAS the Buyer(s), after satisfying himself about the facts aforesaid with regards to the said agreements, licence, approvals/amendments, title of the company in the project land and terms and conditions of the licence has applied to the Company for purchase of a constructed residential flat in the said Complex and the Company has agreed to sell a constructed residential flat on terms mutually agreed and recorded hereinafter by way of this Agreement.

COMPANY

BUYER(S)

(41)

NOW THEREFORE THIS AGREEMENT WITNESSETH:-

1. (a) Subject to the premises and convenants contained herein to be observed and in consideration of the Buyer(s) having agreed to pay the Basic Price and other costs and charges as stipulated herein the Company hereby agrees to sell and the Buyer(s) agrees to purchase the constructed residential flat bearing No. **401** on **Forth** Floor in Tower No. **C4** having an approx **1315** sq.ft. (equivalent to **122.21** sq. meter) of Super Built-up area consisting of **Three** Bedrooms, **One** Living cum Dining Room, **One** Kitchen, **Two** Toilets, **Three** Balconies, in the Complex named **"Shree Vardhman Gardenia"** to be constructed by the Company on the Project Land (hereinafter referred to as the said **"Flat"**) together with Proportionate undivided, unidentified, impartible interest in the land underneath and in the common areas and facilities in the Complex

2. (a) The Basic Price of the Flat shall be **Rs. 46,02,500/- (Rupees Forty Six Lakh Two Thousand Five Hundred Only)** calculated at the rate of **Rs. 3,500/-** per sq. ft. (equivalent to Rs. **37660.58** per sq. mtr.) of Super built-up area.

(b) Preferential Location Charges (PLC for Floor) shall be extra @ **Rs.45/- Per Sq. Ft.** Exclusive to the basic price i.e. **Rs.59,175/- (Rupees Fifty Nine Thousand One Hundred Seventy Five Only)** shall be payable according to the payment plan attached in Annexure - I.

(c) Covered Car Parking charges **Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only)** exclusive to the basic price and shall be payable according to the payment plan attached in Annexure - I.

(d) Fifteen percent (15%) of the basic price shall constitute the **"Earnest Money"**.

(e) The above said basic price is inclusive of club membership charges, External Development charges (EDC) and Infrastructure development charges (IDC), External Electrification charges (EEC) and Fire Fighting charges (FFC), Power Backup charges up to 3 K.V.A, Electric Meter Charges, Legal/Admin Charges.

(f) The above price of the flat is without modular kitchen.

(g) The company has allotted to you one **Covered Car parking** space in the said project.

COMPANY

BUYER(S)

(h) While determining the above basic sale price EDC/ IDC (External Development Charges and Infrastructure Development Charges) at the current rate of @245/- per sq. ft. of the super area of the flat has been taken into consideration. However, in the event of any subsequent enhancement in the rates of EDC/IDC by the Govt. of Haryana, the same shall be payable by the buyer(s) additionally on pro-rata basis.

(i) An Interest free maintenance security deposit @Rs.25/- per Sq. ft. i. e. **Rs. 32,875/- (Rupees Thirty Two Thousand Eight Hundred Seventy Five Only**) shall be payable by the Buyer to the company/nominee of the company as and when demanded.

(j) The Buyer(s) shall make all payments through Account Payee Cheque/Demand Drafts drawn in favour of "**Shree Vardhman Developers Pvt. Ltd. Escrow Account**" payable at Delhi/New Delhi or payable at par.

3. (a) The basic price does not include charges for the following, which shall be payable additionally as and when demanded by the Company unless otherwise stated specifically in this Agreement.

(i) Stamp duty, Registration Charges, and other incidental charges for the execution and registration of Sale Deed of the Flat and/or on the execution of this Agreement.

(ii) Power Backup Installation Charges over and above 3 KVA.

(iii) Interest Free Maintenance Security Deposit, Payable to the company/nominee of the company as mentioned in Clause 2(i).

(iii) Proportionate charges for provision of any other items/facilities not specifically mentioned in this Agreement as may be required by any authorities or considered appropriate by the Company.

4. (a) .The Basic Price and other charges shall be payable as follows:

COMPANY

BUYER(S)

(93)

(i) The buyer(s) has paid a sum of Rs. 100000/- (Rupees One Lakh) Only) towards basic price as on date of signing of this Agreement, the receipt of which sum the Company does hereby acknowledge.

(ii) The Buyer(s) agrees to pay the remaining price in the manner indicated in Annexure–I. The Buyer(s) has opted for Payment Plan - **A** of Annexure–I. The Company shall be under no obligation to send intimation/call notices regarding installments but the Company may do so in its own discretion. It will be the responsibility of the Buyer(s) to adhere to the payment schedule.

(b) All additional costs/charges in terms of this Agreement shall be payable as and when demanded by the Company. In any case, all the dues, whatsoever including interest, if any, shall be payable before execution of the sale deed and taking over possession of the Flat.

5. (a) Timely payment of the installments of the basic price and other charges shall be the essence of this Agreement. It shall be incumbent on the Buyer(s) to make timely payments and to comply with other terms and conditions of this Agreement. If payment is not made within the period stipulated and or the Buyer(s) commits breach of any of the terms and conditions of this Agreement, then this Agreement shall be liable to be cancelled and the Buyer shall be left with no lien on the said Premises/Flat. The company shall thereafter be free to deal with the said premises/ Flat in any manner, whatsoever, at its sole discretion. In the eventuality of cancellation, earnest money being 15% of the basic price would be forfeited and the balance, if any, would be refundable without interest. On cancellation of the Agreement, the Buyer(s) shall also be liable to reimburse to the Company the amount of brokerage paid, if any, by the Company towards the booking of the Flat by the Buyer(s). In any case, all the dues, whatsoever, including interest, if any, shall be payable before taking possession of the Flat by the Buyer(s).

(b) In exceptional circumstances, the Company may, in their sole discretion, condone the delay in payment by charging interest at the rate of 24% per annum on the amount in default but shall not be bound to do so. In the event of the Company waiving the right of forfeiture and accepting

COMPANY

BUYER(S)

payment with interest, no right, whatsoever, would accrue to any other defaulting Flat Buyer(s).

(c) Demand Notice by the Company to the effect that a sum has become due shall be final and binding. In case of time bound installment plan, service of notice shall not be required but the Company may, in its discretion, issue call notices.

6. The Basic Price of the Flat and provision for other charges in respect of the Flat have been fixed keeping in view the normal practices, conventions and the statutory requirements as of date. Should at any time hereafter, either by statutory requirement or otherwise, it become necessary to provide for any further equipment/facilities etc. or there be any demands of levies by any authorities then the cost of such additional provisions, installations, demands of levies, taxes like service tax, turn over tax, VAT or other taxes imposed by Central and / or state Government or any authorities shall be charged additionally, proportionate to the area of the Flat.

7 (a) Super area shall mean and include the covered area, balconies, cupboards, lofts plus proportionate common areas such as projections, corridors, passages, stair cases, underground/overhead water tanks, mumties, entrance lobbies, electric substation, pump house, shafts, guard rooms, lifts, lift rooms and other common facilities etc. The covered/built up area of the Flat shall include entire carpet area, areas under toilets. Kitchen, internal circulation, internal walls, proportionate area under external walls, areas under balconies, lofts, cupboards etc. The method of calculation of saleable/super built up area as stated herein shall be final and binding upon the parties.

(b) Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable/super area of the Flat, it is understood and made clear that it is only the covered area of the Flat to which the Buyer(s) shall have the exclusive right and the inclusion of the common areas in the computation does not confer any exclusive title, right or interest thereto as such to the Buyer(s).

(c) The Buyer(s) of the Top Floor Flat shall have the user right of part of the terrace excluding the area meant for common services and facilities like water tanks, antennas etc. which shall always be open to approach by the Company/ its

COMPANY

BUYER(S)

nominees, the maintenance agency, for maintenance, repair and replacement etc. The entire area of the terrace shall be open to all the other Flat Buyer(s)s/Occupants in the building in cases of any emergencies. The Buyer(s) of the top floor flat shall not have the right to cover the terrace attached to the Flat or to put up any temporary or permanent structures thereon. The user right of terrace shall be subject to provisions of the Haryana Apartment Ownership Act, 1983 and other applicable laws.

8 The Buyer(s) has seen the drawings / building plans and specifications displayed in the office of the Company showing the proposed buildings on the Project Land which are provisional and tentative. The specifications of construction shall be broadly as per **Annexure-II** hereto and shall include their equivalents. The Company can carry out such additions, alterations, deletions and modifications in the plans of the buildings, floors, flats, change in specifications etc. including the numbers of the flats/floors as the Company may consider necessary or as directed by any competent authority while sanctioning the building plans or at any time till the execution of the Sale Deed of the Flat.

9. (a) The Buyer(s) has fully satisfied himself about the entitlement of the Company to enter into this Agreement and has understood all obligations in respect thereof and that there will be no more investigation or objection by the Buyer(s) in this regard.

(b) That the company may undertake further construction activities in the project, if permissible, in a phased manner as considered feasible by its Construction Department, and the Buyer(s) shall have no objection or seek any penalty/damages/claims against any on-going construction activities. The Company according to the payment plan shall issue a final call notice to the Buyer(s), to call upon him to remit all outstanding dues within 30 days thereof and take Possession of the Flat after execution of Sale Deed. In the event of his failure to remit the dues and take Possession within 30 days of date of Final Call Notice, for any reason whatsoever, he shall be liable to pay Maintenance charges, Holding charges @ 5 per sq.ft. per month or any other levies, on account of allotted unit from the date of the Final call notice but the actual physical possession shall be given on payment of all up to date outstanding payments as demanded by the company or its nominee and after execution of Sale Deed. The Buyer(s) shall be liable for payment of all taxes, levies, outflows, and maintenance charges in respect of the Flat from the dates these are

COMPANY

BUYER(S)

levied/made applicable irrespective of the fact that the Buyer(s) has not been enjoying benefit of the same.

(c) Upon taking possession of the Flat the Buyer(s) Shall not be entitled to put forward any claim against the Company in respect of any item of work in the Flat.

10. (a) The Company shall have the right to raise finance from any Bank/Hudco/Financial Institutions/Body Corporate and for this purpose to create charge/equitable mortgage on the project land or the proposed built-up area in favour of one or more financial institutions. Notwithstanding the foregoing, the Company shall ensure to have any such charge, if created, vacated on completion of the Complex and, in any case, before conveyance of the title of the Flat to the Buyer(s).

(b) The Buyer(s) may obtain finance from any bank / financial institution or any other source for purchase of the Flat, but the Buyer(s)'s obligation to purchase the Flat pursuant to this Agreement shall not be contingent on the Buyer(s)'s ability or competency to obtain such financing and the Buyer(s) will remain bound under this Agreement. The Buyer(s) hereby agrees that in case he has availed loan facility for the purchase of the Flat, upon execution and registration of Sale Deed regarding the Flat, the original Sale Deed shall be received by the Company on behalf of the Buyer(s) from the registration office directly and shall be deposited with the concerned lending institution to create equitable mortgage thereon in accordance with the terms of grant of the loan.

11. (a) The Sale/Conveyance Deed of the Flat as well as the proportionate undivided share of the land underneath shall be executed by the Company in favour of the Buyer(s) as permissible under applicable laws. The Buyer(s) shall have no specific right in the land under the Complex except the undivided / unidentified rights in land proportionate to the area of the Flat herein agreed to be sold and the necessary easementary rights pertaining thereto.

(b) The Company shall handover possession of the Flat to the Buyer(s) only on receipt of the entire amount due in terms of the Agreement and registration of sale Deed in favour of the Buyer(s).

(c) All costs on account of stamp duty, registration fee and other miscellaneous/incidental expenses for execution and registration of the Sale

COMPANY

BUYER(S)

Deed of the Flat shall be borne and paid by the Buyer(s). If any stamp duty is levied on the execution of this Agreement the same shall also be borne and paid by the Buyer(s).

(d) The Agreement is for sale of the constructed Flat of which the Company is the absolute owner. The Buyer(s) agrees that as long as the Sale Deed of the Flat is not executed and registered in his favour, the Company shall continue to be the owner, in possession and full control of the Flat. This Agreement shall not confer on the Buyer(s) any rights, title or interest in the Flat till the entire sale price and other charges have been received by the Company and possession of the Flat has been handed over to the Buyer(s) on execution and registration of the sale Deed in his favour.

12. (a) Except for the ownership rights in the Flat together with undivided proportionate rights in the land and common areas and facilities in the Complex and necessary easementary rights pertaining thereto , herein agreed to be sold on completion of the Flat, all the residuary rights in the proposed buildings in the Complex shall continue to vest in the Company.

(b) The Buyer(s) agrees that in case further construction on any portion of the project land or building becomes permissible the Company shall have the exclusive right to take up or complete such further construction as belonging to the Company notwithstanding the designation and allotment of any common areas as limited common areas with any Flat or otherwise. In such a situation the proportionate share of the Buyer(s) in the common areas and facilities and limited common areas and facilities shall stand varied accordingly without any claim from the Buyer(s).

13. The Buyer(s) agrees to abide by the provision of Haryana Development & Regulation of Urban Areas Act, 1975, and all other applicable laws, bye-laws, rules and regulations of any authorities including DTCP, HUDA, the State Government, the Local Bodies and the terms and conditions of Licence and other approvals governing or relating to the Flat/Complex, and shall be responsible/liable for all defaults, violations or breaches of any of the conditions or rules and regulations.

14. (a) The Buyer(s) shall keep the Flat in good repair at all times and shall not make any additions/alterations in the Flat without permission from the Company and

COMPANY

BUYER(S)

concerned authorities, or cause damage to or nuisance in the Flat or the Complex in any manner. In case any partitions, interiors, false ceilings etc. are installed by the Buyer(s), then all necessary permissions from the authorities, if required, will be obtained by the Buyer(s) directly at his own cost.

(b) The Buyer(s) shall not put up on facade of building any name plate, sign board, neon sign, publicity or advertisement material, hanging of clothes etc. in the common areas and 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, with a view to maintain uniform aesthetics. The Buyer(s) shall also not display or exhibit any picture, poster, statue or other articles, which are repugnant to the morals or are indecent and immoral.

(c) The Buyer(s) shall not use the Flat or permit the same to be used for purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other flats or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Flat which may tend to cause damage to any flooring, ceiling or walls of any other Flat/ Floor or in any manner interfere with the use thereof or of space, passages or amenities available for common use. The Buyer(s) shall also not store any hazardous and volatile materials in the flat.

15. (a)The Company or its nominees shall look after the maintenance and upkeep of the common areas and facilities in the Complex until these are handed over to a Body Corporate or Society or Association of the Buyer(s)s constituted under the appropriate laws. The Buyer(s) shall pay maintenance charges as may be determined by the Company or its nominee/ maintenance agency from time to time. The Buyer(s) also undertakes and agrees to execute a separate agreement with the Maintenance Agency. The Buyer(s) shall pay such charges for the first one year in advance, from the date of offer of possession of the Flat. Thereafter, such charges shall be paid as per agreement with maintenance agency. Delay in payment of maintenance charges will make the Buyer(s) liable for interest @24% per annum. Non-payment of the charges within the time specified may also disentitle the Buyer(s) to the enjoyment of common services and facilities such as watch and ward, water, electricity, lifts. An interest free maintenance security deposit shall also be payable by the Buyer(s) before taking over the possession of the flat. The Company or its nominees shall have the option to withdraw

COMPANY

BUYER(S)

49

themselves from the maintenance arrangement and to hand over the same to an Association of the Buyer(s)

(b) The Buyer(s) agrees to pay contribution @ Re.0.25 per sq. ft. per month of super built-up area of the Flat, along with the Maintenance charges, to maintain a Replacement / Sinking Fund. As and when any plant & machinery installed in the Complex including but not limited to electric sub-stations, pumps, lifts, fire fighting equipment, gensets, any other plant / equipment of capital nature etc. require replacement, up-gradation, additions etc., the cost thereof shall be met from out of the said Replacement / sinking Fund. In case the funds available in the said Replacement / Sinking Fund may not be sufficient to meet the contingency at any time then the Buyer(s) shall contribute necessary additional funds proportionate to the super built-up area of the Flat, to meet the requirements of such contingency. The Company or the maintenance agency shall have the sole authority to decide the necessity of such replacement, up-gradation, additions etc. including its timings or cost thereof. The Company shall be under no obligation to carry out major repairs or replacements of equipments/installations if funds are not available in the Replacement/Sinking Fund or these are not contributed by the Buyer(s) when required.

(c) So long as the maintenance and replacement charges are paid regularly, as provided in these presents, the Buyer(s) or anyone else lawfully claiming under him shall be entitled to use of common facilities. In default of such payments, it shall not be open to the Buyer(s) to claim use of any right of the common facilities and the Company or its nominee, in their sole discretion, shall be entitled to stop the user of such common facilities by the Buyer(s)/ Occupiers of the Flat. The user of such common facilities shall be permitted as soon as the breach is rectified.

(d) Watch & Ward arrangements are proposed to be provided in the Complex as part of maintenance. Accordingly, the Company/Maintenance Agency shall have a free hand to regulate the entry of outside persons into the Complex. The provision of such watch & ward services would not create any liability of any kind upon the Company/Maintenance Agency for any mishap resulting at the hands of any miscreants, or any losses caused to the Buyer(s)/Occupants on account of any thefts or otherwise.

COMPANY

BUYER(S)

(e) The structures of the buildings/complex together with installations of equipments for common areas and facilities if got insured by the Company/ Maintenance Agency the proportionate premium for the same shall be paid by the Buyer(s) along with the bills of maintenance charges. The insurance of goods and articles inside the Flat shall be responsibility of the Buyer(s) at his own cost.

(f) The Buyer(s) agrees to sign a separate Maintenance Agreement with the Company or its nominee Maintenance Agency before taking possession of the Flat incorporating inter alia the said terms. The Buyer(s) agrees and consents to the arrangement herein.

16. (a) A Recreational Club ("Club") is proposed to be provided in the Said Complex. The Buyer(s) shall be made a member for which is inclusive/excluded in basic cost shall be paid by him as membership fee. All amenities as proposed in recreation club/scheme shall be made operational in phases and linked to actual requirement, and the company has right and time to provide such facilities until the time of obtaining final completion certificate.

(b) The Buyer(s) shall be entitled to avail of the facilities/services provided by the Club as per its rules and regulations and on payment of such service charges like annual charges, user charges etc as may be prescribed from time to time including service tax or other levies. The Buyer(s) agrees to abide by the rules and regulations formulated by the Company and/ or maintenance agency or any other agency nominated by the company for providing services in the club.

(c) In order to ensure that the club is maintained properly functional for the benefit and enjoyment of the Buyer(s), a minimum inflow of funds is essential. Therefore, the Buyer(s) agrees to pay user fee of the club as may be prescribed and demanded by the Management of the club irrespective of the fact that the Buyer(s) has not been availing of any service of the club. The Buyer(s) agrees to pay such user charges in advance to the Company for the first one year of commencement of operations of the club, at the time of taking possession of the flat. Thereafter such charges shall be payable quarterly against bills to be raised by the Club Management/Operating Agency.

(d) The Club shall be managed by the Company or its nominee(s). The Buyer(s) shall not interfere in the same. In all eventualities, the ownership of the Club, its

COMPANY

BUYER(S)

buildings and the land underneath, all equipment, furnitures and fixtures shall always vest in the Company irrespective of the fact that its management is with the Company or its nominees or any third party appointed for the purpose.

17. (a) The Buyer(s) shall be liable to pay property tax and all rates, taxes, charges, assessments, levies, by whatever name called, assessed or imposed by municipal or other authorities whenever levied in respect of the Flat.

(b) Till the Flat is individually assessed to property tax or any other charges as aforesaid by the authorities, the Buyer(s) shall be liable to pay to the Company on demand, such taxes/charges levied on the buildings of the Complex, Proportionate to the area of the Flat. Apportionment of such taxes, charges, levies by the Company or its nominees shall be conclusive and binding upon the Buyer(s).

18. (a) The Buyer(s) shall not be entitled to assign his rights and obligations under this Agreement to any third party or to get his name substituted by another person except with the prior consent, in writing, of the Company which shall be granted subject to rectification of breaches, if any, of the terms and conditions of this Agreement by the Buyer(s), payment of any outstanding dues and payment of administrative charges as prescribed by the Company. Any substitution in the name of Flat Buyer(s) (including addition/deletion) as registered with the Company will be deemed as assignment for this purpose. Claims, if any, between assignor and the assignee as related to the assignment will be settled between the assignor and assignee themselves and the Company will not be a party to, or be liable for the same. The Assignee shall be bound by the terms of this Agreement.

(b) The administrative charges for the assignment of the Flat amongst family members (husband, wife, children, father, mother, brothers and sisters) will be 25% of the normal administrative charges prescribed by the Company.

19. (a) The Buyer(s) has got his complete address, as recorded above, registered with the Company at the time of signing of this agreement and it shall be his responsibility to inform the Company by registered post about all subsequent changes, if any, in his address. All letters, receipts, demand notices posted through registered post at the address first registered with the Company shall be

COMPANY

BUYER(S)

deemed to have been received by the Buyer(s) at the time when those should normally reach at such address and shall be sufficient proof of receipt of the same by the Buyer(s) and shall fully and effectually discharge the Company or its nominee. In the case of Joint Buyer(s)s, communications shall be addressed to the Buyer(s) whose name appears first and shall be deemed to have been served on all the Joint Buyer(s).

(b) The Buyer(s) agrees to furnish his Permanent Account Number, if an Income Tax assessee, or Form 60/61, as the case may be , within a period of 30 days from the date of execution of this Agreement, if not furnished earlier.

(c) The Buyer(s), if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 and other applicable laws including that of remittance or payment(s) and obtaining permission as prescribed by the law for acquisition of the Flat. The Company will not be responsible or liable for any concealments or violations in this respect by the Buyer(s).

(d) It is expressly agreed between the parties that the Buyer(s) shall not be entitled to assail this Agreement on the ground of want of mutuality even if any stipulations herein are held to be lacking mutuality.

(e) 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. Under 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.

(f) If at any stage this document requires to be registered, the Buyer(s) agrees to have the same registered through the Company in his favour at his cost and

COMPANY

BUYER(S)

53

expense and to keep the Company fully absolved and indemnified in this connection.

20. Any dispute arising out of this Agreement shall be subject to the jurisdiction of courts at Delhi / New Delhi.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement on the day, month and year first above written in the presence of witnesses.

For **Shree Vardhman Developers Pvt. Ltd.**

(Authorized Signatory)

WITNESSES:

1.

276, Hari Nagar
Ashram, ND-14

2.

Om Apartment, Near
Bhagat Singh Apartment
Dwaka Delhi

( )
Buyer(s)

COMPANY

BUYER(S)

54

Annexure-I

PLAN A : PAYMENT PLAN

At the time of Booking (03/10/2018)	:	Rs. 1,00,000/- of Basic Cost
Within 45 Days from the date of Booking (17/11/2018)	:	95% of Basic Cost + 100% PLC(Floor) + 100% Covered Car Parking (Less Paid Amount)
At the time of Offer of Possession	:	5% of Basic Cost + Other Charges + Stamp Duty

BUYER(S)

55

Annexure-II

SPECIFICATIONS

STRUCUTRE	:	Earth quake resistant structure design & construction by highly qualified/ experienced engineers.
Living/Dining		
Floor	:	Vitrified Tiles
Walls	:	Acrylic Emulsion Paint / Oil Bond Distemper
Ceiling	:	Acrylic Emulsion Paint / Oil Bond Distemper
All Bed Rooms		
Floor	:	Vitrified Tiles in All bedroom
Walls	:	Oil Bond Distemper /Acrylic Emulsion Paint
Ceiling	:	Acrylic Emulsion Paint / Oil Bond Distemper
Kitchen		
Floor	:	Combination of one or more anti Skid Vitrified/ Ceramic Tiles
Others	:	Marble/Granite counters with stainless steel sink
Balconies		
Floor	:	Anti Skid Ceramic Tiles
Ceiling / Walls	:	Acrylic Emulsion Paint / Texture Paint
Doors & Windows	:	Aluminium door with glazing/wooden shutter with hard frame
Toilet		
Floor	:	Anti Skid Ceramic Tiles
Walls	:	Porcelain Tiles / CeramicTiles upto 7'(ft.) height

Contd...

COMPANY

BUYER(S)

Others	:	Sanitary fixtures, C.P. Fitting provision for hot & cold water supply system,

Doors and Windows

Living / Dining Room	:	Hardwood door frame with designer style flush panel, Anodised / Powder Coated Aluminium glazing.
Bed Rooms	:	Designer Door with European Style flush panel with Polish/Duco Paint, Anodised / Powder Coated Aluminium Door with Glazing
Kitchen	:	No Modular Cabinets in the kitchen Anodised / Powder Coated Aluminium Door with Glazing will be provided by the company.
Toilets	:	Hardwood door frame with European style flush panel, Anodised / powder Coated Aluminium Door with Glazing

Lift Lobby

Floor	:	Marble / Jaisalmer Marble
Doors	:	Fire Proof door with cavity
Security System	:	Intercom facilities from the entrance
External Finishing	:	Permanent Texture / Grit wash

Note: Specifications may vary as per the architectural needs

COMPANY

BUYER(S)

(57)

ENDORSEMENT

I/We hereby assign all the rights and liabilities under this Agreement in favour of:

_____

_____

_____

_____

_____

_____

I/We hereby accept all the rights and liabilities under this Agreement assigned in my/our favour by:

_____

_____

_____

_____

_____

_____

TRANSFEROR

TRANSFEREE

The above assignment is hereby confirmed.

For **Shree Vardhman Developers Pvt. Ltd.**

Authorized Signatory

Date:

COMPANY

BUYER(S)