



दिल्ली DELHI

H 431021

FLAT BUYER AGREEMENT

THIS AGREEMENT is made at Delhi on this 03rd day of September 2009.

BETWEEN

AMRAPALI EDEN PARK DEVELOPERS PRIVATE LIMITED, a Company duly constituted and registered under Companies Act, 1956, having its registered office at 307, 3rd Floor, Nipun Towers, Karkardooma Community Centre, Delhi-110092 and Corporate Office at: - C-56/40, Sector-62, Noida (U.P.) hereinafter referred to as the **Developer** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest, assigns and legal representatives) through its director/authorized signatory Sh. ANIL KUMAR SHARMA of the **ONE PART**;

AND

I. FOR INDIVIDUALS/JOINT PURCHASERS

Sh./Smt.	MADHU RANJAN
S/D/W of Sh.	HARISH CHANDER
Resident of	H.NO-1776,SECTOR13,URBAN ESTATE KARNAL 132001 (HARYANA)

Allottee/s

Madhu Ranjan
Harish Chander

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.



Authorised Signatory

Developer

PAN **ABAPR3894E**

b. *Sh./Smt **HARISH CHANDER**

S/D/W of Sh. **LAJPAT RAI**

Resident of **H.NO-1776, SECTOR13, URBAN ESTATE KARNAL-132001**

(**HARYANA**)

PAN _____

c. *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 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns of the OTHER PART.

II. FOR PARTNERSHIP FIRMS

**M/s. N.A.a Partnership Firm duly registered under the Partnership Act through its authorized representative/ partner Sh./ Smt. N.A.(hereinafter referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the OTHER PART AND WHEREAS the Partnership Firm is competent to enter into this Agreement.

III. FOR COMPANIES

** M/s.N.A. a Company registered under the Companies Act.1956, having its registered office at N.A. through its duly authorized signatory Sh./Smt. N.A. authorized by Board Resolution dated N.A.(hereinafter referred to as the "Allottee" 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.

DEVELOPER'S REPRESENTATIONS:

A. WHEREAS AMRAPALI EDEN PARK DEVELOPERS PRIVATE LIMITED has acquired right, title and interest in Group Housing Plot bearing No. F-27 admeasuring 11,925.67 square meters, Sector 50, Noida (U.P.) from New Okhla Industrial Development Authority (Noida Authority) vide Lease

Hari Chander
Hari Chander

Allottee/s

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.

Authorised Signatory
Developer

Deed dated 17.03.2009 and is duly empowered to develop/build flats and allot, enter into agreement for sell/sub-lease and sell/sublease the flats with parking space in the Housing Complex.

- B. AND WHEREAS the Developer shall develop the said Plot of Land by constructing thereupon a Group Housing complex known as **AMRAPALI EDEN PARK** in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities.

ALLOTTEE'S REPRESENTATIONS:

- C. AND WHEREAS the Allottee 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 "**AMRAPALI EDEN PARK**" in particular, and has satisfied himself in respect of ownership title of the property in particular which have been explained by the Developer and understood by him.
- D. AND WHEREAS the Allottee has represented that he has seen 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 said Complex and to sell/sub-lease the Flat to the Allottee. The Allottee has also seen and understood the plans, designs, and specifications of the said Flat and the said Complex and is willing to purchase the said Flat.
- E. AND WHEREAS the Allottee has fully satisfied himself as to the right/title of the Developer over the plot of land, building plans and all other documents relating to the title, competency and other relevant details and has read the contents, development plan for project and facilities and terms and conditions of the Lease Deed executed by New Okhla Industrial Development Authority in favour of the Developer. The Allottee 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 Allottee, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his application to allot the said Flat and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

AND WHEREAS the Allottee has agreed to the terms and conditions as set out in the Application for the allotment of a Residential Flat with/without Parking Space details of which are given as under:-

We are now pleased to allot you a residential unit in **AMRAPALI EDEN PARK, SECTOR- 50, NOIDA** as per details below, vide allotment of Unit bearing No **T/C/1802**

This allotment is subject to the terms and conditions of the Agreement detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale documents. This cancels all previous allotment certificate and agreement issued against this allotment. You are requested to quote the allotment number in all future communication with us.

UNIT DETAILS

Unit no **1802**

Floor **18th**

Type **3 BHK**

Tower/Block '**C**'

For **AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.**

*Hem Chander
Hem Chander*

Allottee/s


Authorised Signatory
Developer

Super Area 1360 Sq. Ft.

Covered Car Parking No. C-1802

Basic Sale Price Rs. 42,77,200/-

Booking Amount:

Rs.4,27,720/- (Acknowledged vide Receipt No..... dated.....)

PAYMENT PLAN:

(As per Annexure- A)

*Hari Chander
Harish Chander*

Allottee/s

**M/s Amrapali Eden Park Developers Private Limited
For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.**

Authorised Signatory

AGREEMENT

This Forms part of the Agreement made on this 03rd day of Sep 2009 entered into between M/s. **AMRAPALI EDEN PARK DEVELOPERS PRIVATE LIMITED** (FIRST PARTY or DEVELOPER) AND **MADHU RANJAN AND HARISH CHANDER** (SECOND PARTY/ALLOTEES) FOR SUB-LEASE OF UNIT NO T/C/1802 in **AMRAPALI EDEN PARK, SECTOR - 50, NOIDA**.

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

1. That the Developer hereby agrees to lease/transfer the Flat and the Allottee hereby agrees to take the Flats on lease as described in this Agreement in the said Complex as per the plans and specifications inspected, seen, agreed and accepted by him for a basic sale price plus other/additional charges as applicable and described in the booking form/allotment letter in respect of the said Flat.
2. That the Allottee hereby agrees to pay to the Developer the Basic Sale Price and other development /preferential charges/ additional charges as per the payment plan opted by the Allottee and as explained to Allottee. The total price mentioned in the application is inclusive of cost of providing electric wiring and switches in the said flat however the total price does not include the cost of electric fittings, fixture, electric and water meters etc. which shall be got installed by allottee at his own cost.
3. That the Allottee hereby agrees that he shall pay the price of the said Flat and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Complex 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 shafts etc. and half the area of common walls with other premises/Flats which form integral part of said Flat and Common areas shall mean all such parts / areas in the entire said Complex which the Allottee 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

*Harish Chander
Harish Chander*

Allottee/s

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.



Developer

Authorised Signatory

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.

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 Allottee hereby agrees to pay due to increase in Flat area, any increase or additional Govt. rates, taxes, cess, any further compensation to the farmers for the plot land etc., that 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 is made applicable to the said Flat /said Complex subsequent to booking 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 Allottee on pro-rata basis.
5. That it is further understood and agreed by the Allottee that the area of the said Flat given in this Agreement is 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, number, etc. In case of variation in the area to the extent of ±3%, no adjustment in the price of the flat shall be claimed by Allottee. However in case the variation in the flat area is more than ±3%, the Allottee agrees to pay for the increased area at booking rate. 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 Allottee along with interest @ 6 % p.a. from the date of receipt of the full amount till the date of payment. The allottee in such a condition where variation in the super area is more than 10% shall have the option to withdraw from this agreement and in such an eventuality the Allottee shall be entitled only to refund of his money advance without payment of interest or any other charges or damages.
6. That it is agreed by the parties, that the Fire Fighting Equipment and / or preventive measures in the common area of the Complex have been provided as per the existing Fire Fighting Code/Regulations as contained in national Building code, however if required by any law/ byelaw, order or directions or due to any subsequent legislation/Government orders, additional fire safety measures are undertaken, the Allottee agrees to pay for the additional expenditure on pro rata basis. .
7. 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.
8. 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 use 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 Allottee. Thereafter, the Allottee shall not have any right, title or interest in the said Flat allotted to him/them.
9. That the Allottee hereby agrees to make all the payments within time as per the terms of Schedule of Payments from time to time without any reminders from the Developer through A/c Payee Cheque(s)/Demand Draft(s) in favour of "**Amrapali Eden Park Developers Private Limited,**" payable at Delhi/Noida.

Hairi Chandra
Hairi Chandra

Allottee/s

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.



Authorised Signatory

Developer

10. That the Allottee hereby agrees that out of the amount paid/payable for the said Flat allotted to him, the Developer shall treat 10% of sale consideration, as earnest money to ensure fulfillment of all the terms and conditions by the Allottee, as contained in the Agreement.
11. That in the event of failure of the Allottee to perform his/their obligations or to fulfill all the terms and conditions set out in this Agreement, the Allottee hereby authorizes the Developer to forfeit the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable out of the amounts paid by him and the allotment of the said Flat shall stand cancelled.
12. That the timely payment of installments indicated in the payment schedule is the essence of this agreement. If any installments as per the schedule is not paid when it become due the developer shall charge interest at the rate of 18% p.a. for one month delay and at 24% p.a. interest up to next two months. If the allottee defaults in making payment of the outstanding amount for three consecutive months, the allotment shall automatically stand cancelled without any prior notice to the allottee and the allottee thereafter shall have no charge, lien, interest, right or any other claim on the said flat and the developer shall refund the amount paid over and above the earnest money, if any, without any interest after re-allotment of the said Flat and after compliance of certain formalities by the Allottee. However, in exceptional circumstances the Developer may, in its absolute discretion, condone the delay by charging interest @ 24% p.a. on all outstanding dues for the delayed period.
13. That the Allottee, 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 amendments.
14. That the Developer is authorized to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivable of the said land and the flats and the Allottee will have no objection in this regard. However, such mortgage, if created will be got vacated and redeemed before execution of sub-lease deed and handing over the possession of the said Flat to the Allottee.
15. That it is agreed by and between the Parties that unless a Sub Lease Deed/ Transfer Deed is executed and registered, the Developer shall continue to have full authority over the said Flat and any/all amounts paid by the Allottee shall not give him any lien or interest on the said Flat.
16. That substitution /addition in the name of the allottee shall be allowed on such terms and conditions as it may deem fit including payments of administrative charges etc. Any change in name (including addition / deletion) of the Allottee will be deemed as substitution for this purpose.
17. That the Allottee shall be entitled to use and enjoy the common areas and facilities within the said complex along with all the occupants/allotees. 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 allottee.
18. That the Allottee further agrees that the reserved covered parking space has been allotted together with the said Flat and the same shall not have independent legal entity detached from the said Flat. The Allottee undertakes not to sell/transfer the reserved covered parking space independent of the said Flat. The allottee may apply for additional parking space, which may be allotted subject to availability and at the prevailing rate. The Allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the said Land.
19. (a) That the Developer shall complete the development/construction of the Flat by December-2011. and within an extended period of 6 months thereof. The completion date is subject to force majeure conditions and/or subject to any other reasons beyond the control of the Developer. No claim by way

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Hem Chand

Allottee/s

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.

 Developer

Authorised Signatory

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11. That in the event of failure of the Allottee to perform his/their obligations or to fulfill all the terms and conditions set out in this Agreement, the Allottee hereby authorizes the Developer to forfeit the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable out of the amounts paid by him and the allotment of the said Flat shall stand cancelled.
12. That the timely payment of installments indicated in the payment schedule is the essence of this agreement. If any installments as per the schedule is not paid when it become due the developer shall charge interest at the rate of 18% p.a. for one month delay and at 24% p.a. interest up to next two months. If the allottee defaults in making payment of the outstanding amount for three consecutive months, the allotment shall automatically stand cancelled without any prior notice to the allottee and the allottee thereafter shall have no charge, lien, interest, right or any other claim on the said flat and the developer shall refund the amount paid over and above the earnest money, if any, without any interest after re-allotment of the said Flat and after compliance of certain formalities by the Allottee. However, in exceptional circumstances the Developer may, in its absolute discretion, condone the delay by charging interest @ 24% p.a. on all outstanding dues for the delayed period.
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19. (a) That the Developer shall complete the development/construction of the Flat by December-2011. and within an extended period of 6 months thereof. The completion date is subject to force majeure conditions and/or subject to any other reasons beyond the control of the Developer. No claim by way

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Allottee/s

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.

Developer
Authorised Signatory

of damages/compensation shall lie against the Developer in case of delay in handing over the possession on account of any of the aforesaid reasons and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the said Flat to the Allottee.

(b) That the Developer shall after completion of the flat shall intimate the allottee to take over the possession of the flat within thirty days thereof. The Allottee shall within the stipulated time, take the possession of said Flat from the Developer by executing lease deed and necessary indemnities, undertakings and such other documentation as the Developer may prescribe. The Stamp Duty, registration fee and other charges for execution and registration of Lease Deed or any other documents shall be payable by the Allottee. The Allottee will be entitled to possession of the said Flat only after lease deed of the flat is executed and duly registered with the concerned Registrar office. The Allottee after taking possession of the said Flat shall have no claim against the Developer in respect of any item of work which may be alleged not to have been carried out/ completed in the said flat or for any reason whatsoever. If the Allottee fails to take over the said Flat as aforesaid within the time limit, the Allottee shall pay to the Developer holding charges at the rate of Rs. 5/- (Rs. Five Only) per sq. ft. of the super built-up area of the said flat along with the minimum applicable maintenance charges.

(c) In case of delay in construction of the said Flat for reasons other than force majeure or beyond control of developer, the Developer shall pay a sum at the rate of Rs. 10/- (Rs. Ten only) per sq. ft. of Super area per month as penalty for the delayed period, which shall include of any/all damages, compensation, claims for delayed possession.

(d) That the Allottee shall, after taking possession of the said Flat 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 Allottee.

20. The Allottee shall not at make any additions or alterations in the said flat of whatever nature which may affect the other Flat or common areas and the structure of the complex. The Allottee shall not change the colour scheme of the 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. The terrace rights of the Flat shall remain with the Developer unless allotted against consideration. No further construction/modification is permissible to the Allottee anywhere in the flat including over the roof / terrace of the said Flat. The Allottee 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.

21. That in the event the Developer is able to get additional FAR or it becomes possible to raise further construction on the ground as well as on the roof top/terrace of the building/complex, the Developer shall have the sole right to utilize the additional FAR or such right to further construction in the manner it may deem fit including but not limited to by making addition to the said building or making additional building in and around the land of the said complex and the developer shall be entitled to get the electric, water, sanitary and drainage, system of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system in the said Complex. The Allottee acknowledges that he has not made any payment towards the additional FAR and shall no right to object to any of such construction activities carried on the said building/complex.

22. (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 individual, firm, 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 Allottee shall be liable to make payment of such cost to the Developer or

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Allottee/s

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.

Authorised Signatory

maintenance agency. In case of failure of Allottee to make payment of maintenance charges within stipulated period, interest at the rate of 18% per annum, shall be charged to the Allottee.

(b) That the Allottee hereby agrees 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 Allottee in paying promptly the maintenance bills and other charges as raised by the maintenance agency. The Allottee further agrees 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 Allottee and the Developer/maintenance agency will be executed at the time of possession. The Developer shall transfer the IFMS to Association of Flat owners after adjusting there-from any outstanding maintenance bills at the time of handing over of maintenance to the Association of Flat Owners.

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

(d) That the structure of the 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 Allottee and the cost thereof shall be payable by Allottee as the part of the maintenance bill raised by the maintenance agency but contents inside each Flat shall be insured by the Allottee at his own cost. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Flat or any part of the said Complex Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.

23. That the Allottee shall become member of recreational in-house Club and shall pay the charges/fee regularly, as may be applicable. The Club shall be managed by the Developer and / or its nominee as the case may be.
24. That the said Complex shall always be known as "AMRAPALI EDEN PARK" and this name shall never be changed by the Allottee or anybody else.
25. That the Developer shall have the first lien and charge on the said Flat, in the event of the Allottee parting with any interest therein, for all its dues that may become due and payable by the Allottee to the Developer under this Agreement.
26. 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 Allottee, unless context requires otherwise.
27. 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 divisible right and title therein to the Allottee. The Allottee shall have no right in any commercial premises, building, shops, community centre etc. constructed in the Complex and the Developer shall be free to dispose off or rent out the same on such terms and conditions as it may deem fit.

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Hemis Chader
Allottee/s

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.



Authorised Signatory

Developer

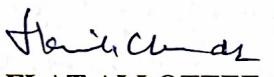
28. That if the Developer or the Maintenance Agency decides to apply for and thereafter receives permission from such body/Commission/ Regulatory/ Licensing Authority constituted by the State Government for such purpose, to receive and distribute bulk supply of electrical energy in the said complex, then the terms contained under the agreement shall apply to such distribution. The bill for such supply of electricity shall be generated by the Developer or nominated agency on a monthly basis and shall be paid by the Allottee within 7 days thereof.
29. That delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to Allottee shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Developer to enforce this agreement.
30. That in case the allottee wants to avails loan facility from financing bodies or his employer to facilities the purchase of the flat, the developer shall facilities the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the allottee only. The responsibility of getting loan sanctioned and disbursed as per the developer payment schedule will rest exclusively on the allottee.
31. 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 inconsistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. It shall not render this Agreement void in any circumstances. 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.
32. That the Allottee shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the Application Form for allotment of the said Flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid. In case of joint Allottee, all communication sent by the Developer to the first Allottee shall be sufficient. All letters, receipts, and/or notices issued by the Developer or its nominees and dispatched by Registered Post to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.
33. That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been modified and read suitably whenever Allottee is a joint stock Developer, a or any other body corporate or organization or an association.
34. That, if at any stage this document requires to be registered under any law or necessity, the Allottee binds himself and agrees to register the same through the Developer in his favour at his own cost and expenses and to keep the Developer fully absolved and indemnified in this connection.
35. All or any dispute arising out of or touching upon any term/s 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 by mutual discussion failing which the same shall be settled through Arbitration. 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, the courts at Gautam Budh Nagar shall have the jurisdiction in all matters arising out of / or touching upon any of the terms and condition of this Agreement.

Hemil Chander
Hemil Chander
 Allottee/s

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.


 Authorised Signatory
 Developer

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.

(i) 
FLAT ALLOTTEE.

SIGNED, EXECUTED & DELIVERED BY

(ii) 
FLAT ALLOTTEE

AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.



(Authorized Signatory)

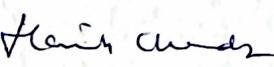
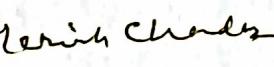
WITNESSES:

1. Name: SANTOSH KUMAR
Address: 3/c/o Sree-III Vaishali
Ghaziabad-201010/UP
2. Name: Yogesh Shukla
Address: 3/c/o Sree-III Vaishali
Ghaziabad-201010/UP

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.



Authorised Signatory



Allottee/s

Developer

ANNEXURE -A

PAYMENT SCHEDULE

PLAN – A (DOWN PAYMENT PLAN)

Booking Amount	10 % of Basic Sale Price
First Installment due within 30 days	85 % of Basic Sale Price
Second Installment on possession	5 % of Basic Sale Price + Other Charges

OR

PLAN B (CONSTRUCTION LINKED PAYMENT PLAN)

Booking Amount	10% of Basic Sale Price
Within 30 days of Booking	10% of BSP
On Excavation	10% of BSP
On Ground Floor Casting	10% of BSP
On Fifth Floor Casting	10% of BSP
On Tenth Floor Casting	10% of BSP
On Fifteenth Floor Casting	10% of BSP
On Nineteenth Floor Casting	10% of BSP
On Brick Work and Plaster	10% of BSP
On Finishing	10% of BSP

Other charges shall be paid within 30 days of possession intimation letter

Amit Chandra
Amit Chandra
Allottee/s

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.



Authorised Signatory
Developer

The Transfer of Property No.... C-1802

Project..... Amrapali Eden Park

From Mr./Mrs..... Madhu Ranjan through Father Harish Chander as his SPA
and Harish Chander

To Mr./Mrs..... Harshit Kumar

Is Hereby Endorsed By Us On..... 5/6/2013

Assignments and Endorsements

1. First Transfer

..... Madhu Ranjan + S/o W/o D/o
..... Harish Chander
..... S/o W/o D/o

R/o H.NO.: 1776 Sector 13 Urban Estate (Kavil - 13200)

The Allottee of this said flat No. C-1802 Area 1360 sq.ft. on 18th Floor of Residential complex "AMRAPALI EDEN PARK", Group Housing Plot No. - F-27, Sector-50, Noida , Uttar Pradesh do hereby transfer/assign all their rights in this agreement to

Sh./Smt. Harshit Kumar
Who S/o Sh. S. P. Singh
R/o A.22 New Modern Shahdara Street No: 1 Condi Marg
Delhi - 110032

and the Developer, Amrapali Eden Park Developers Private Limited hereby endorses the transfer/assignment of the said agreement in the name of above said Assignee/Transferee on the payment of the administrative charges Rs. -----/- (Rs. -----)

-----) and all other pending dues of Rs./- (Rupees only) till date, by the Assignee/Transferee to the Developer.

However the terms and conditions of allotment shall remain applicable on the transferee. The Developer does not take any responsibility for any of the interest created by transferor against the aforesaid unit without the knowledge of the Developer.

Harshit Kumar

Allottee/Transferor

Harshit

Account Deptt.

Purchaser / Transferee

Director

2. Second Transfer

..... HARIT KUMAR S/o W/o D/o
..... SURENDER PAL SINGH.

..... S/o W/o D/o

R/o

The Allottee of this said flat No. C-1802 Area 1360 sq.ft. on 18th Floor of Residential complex "AMRAPALI EDEN PARK", Group Housing Plot No. - F-27, Sector-50, Noida , Uttar Pradesh do hereby transfer/assign all their rights in this agreement to

Allottee/s

Developer

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.
AUTHORIZED SIGNATORY

The Transfer of Property No..... C-1802
Project..... AMRAPALI EDEN PARK
From Mr./Mrs..... HARI KUMAR
To Mr./Mrs..... KUMUD SINGH
Is Hereby Endorsed By Us On..... 07/02/2014

Sh./Smt. KUMUD SINGH

W/o SANTEEV JAISWAL

R/o

and the Developer, Amrapali Eden Park Developers Private Limited hereby endorses the transfer/assignment of the said agreement in the name of above said Assignee/Transferee on the payment of the administrative charges Rs./- (Rs. only) and all other pending dues of Rs. /- (Rupees only) till date, by the Assignee/Transferee to the Developer. However the terms and conditions of allotment shall remain applicable on the transferee. The Developer does not take any responsibility for any of the interest created by transferor against the aforesaid unit without the knowledge of the Developer.

Harit
Allottee/Transferor

Kumud Singh
Transferee
Account Deptt.

Director

For AMRAPALI EDEN PARK DEVELOPERS PVT. LTD.

[Signature]
AUTHORISED SIGNATORY

Allottee/s

Developer

L-6 AUG 2009

26821

S.No..... Date..... Rs.
Name..... For Amrapali Eden Park Developers Pvt. Ltd.

R/o..... S/No.....

Purpose..... Through.....

BHOJ RAJ L.No. 569

Karkardooma Court, Shahdara

Delhi-110092

w.e.f. 1-4-2009 to 31-3-2010

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