

# Cherry County



**2/3/4 BHK APARTMENTS**  
**NOIDA EXTENSION**

## **FLAT BUYER'S AGREEMENT**

**COUNTY INFRASTRUCTURES PVT. LTD.**

Regd off. :- 36, Pushpanjali Enclave, Vikas Marg, Delhi-110092

Ph: 0120 - 4237000/ 7096 / 7097/ 7098

Fax - 0120-4237099

## FLAT BUYER'S AGREEMENT

THIS AGREEMENT is made at Greater Noida, on this 22nd day of March, Two Thousand and Eleven

### BY AND BETWEEN

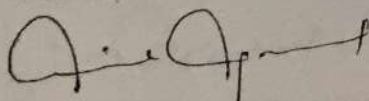
COUNTY INFRASTRUCTURES PVT. LTD., a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 36, Pushpanjali Enclave, Vikas Marg, Delhi-110092, through its authorized representative/ signatory **Mr. Avnish Agrawal**, (hereinafter referred to as the "BUILDER" / "DEVELOPER", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the ONE PART.

### AND

1. **Mrs. Neelam Sharma**  
W/o Shri Mahesh Kumar Gautam  
Resident of C-111/4, Solanki Chowk,  
Sadh Nagar-II, Palam Colony,  
New Delhi 110045
2. **Mr./Mrs./Ms.** \_\_\_\_\_  
S/o W/o D/o \_\_\_\_\_  
Resident of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(to be filled up in case of joint purchasers)

(hereinafter, singly/jointly, as the case may be, referred to as the "BUYER" which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to mean and include his / her / their respective

County Infrastructures Pvt. Ltd.  


Neelam Sharma Page / 3



heirs, legal representatives, executors, administrators, survivors, and permitted assigns) of the OTHER PART.

AND

M/s \_\_\_\_\_, a partnership firm duly registered under the Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, through its authorized partner Shri/Smt./Ms. \_\_\_\_\_ (hereinafter referred to as the "Buyer", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their respective heirs, legal representatives, administrators, executors, successors and permitted assigns) of the OTHER PART.

AND

\_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at \_\_\_\_\_, through its authorized Director/Signatory authorized by Board Resolution dated \_\_\_\_\_, (hereinafter referred to as the "BUYER", which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and assigns), of the OTHER PART.

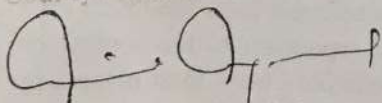
#### IN RESPECT OF

Residential Flat/Apartment bearing No 203 having approx 1206 sq.ft. of Super Area on 2nd Floor in Block/ Building No. A-1 situate in the residential complex, namely "Cherry County" to be constructed by the Builder / Developer on the demarcated / sub divided Builders Residential / Group Housing Plot No. GH-05B, Sector TECHZONE-IV, Greater Noida, popularly known as Noida Extension measuring an area 48,000.00 square metre.

#### WHEREAS

- A. In response to the invitation of the Greater Noida Industrial Development Authority (GNIDA), a consortium consisting of Kailashpati Developers India Pvt. Ltd. (Lead Member), ABA Builders Ltd. (Relevant Member), and Fusion Buildtech Pvt. Ltd. (Relevant Member), made a tender bid for allotment of Builders Residential Plot, under its Scheme for Allotment of Large Group Housing / Builders Residential Plots (Scheme Code: BRS-03/2010).
- B. And Whereas the GNIDA (hereinafter also referred to as 'the Lessor'), through a Sealed Two-Bid Tender System, awarded to the aforesaid Consortium, the plot no. GH-05A, SECTOR-TECHZONE-IV, GREATER NOIDA, Area 84,000.00 sq. mtr., after fulfilling the terms and conditions prescribed in the brochure and its corrigendum, if any, vide Reservation / Acceptance Letter no. PROP/BRS-03/2010/ 1672 dated 23.07.2010, and Allotment Letter no. PROP/BRS-03/2010/ 1731 dated 18.08.2010, and for the development and marketing of Group Housing Pockets / Flats / Plots (in case of plotted

For County Infrastructures Pvt. Ltd.



Authorized Signatory

Neelam Sharma

Page | 4

development), on the detailed terms and conditions set out in the said allotment letter and brochure of the said scheme.

C. AND WHEREAS thus the GNIDA has agreed to demise and the Builder has agreed to take the said plot on the terms and conditions appearing in the Lease Deed dated 27.10.2010, for the purpose of constructing Residential Flats and / or Plots according to the set backs and building plan approved by the Lessor.

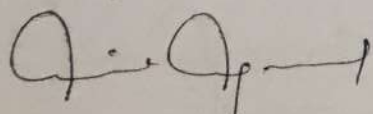
D. AND WHEREAS the above registered consortium who jointly qualified for the bid and secured the allotment of the aforesaid plot, being highest bidder; through its lead member, M/s Kailashpati Developers India Pvt. Ltd. approached GNIDA, the Lessor, in accordance with the Clause C-8 of the brochure / bid document of the scheme to sub-divide the said plot of land with the following status of holding lease rights:-

Sl. No.	Group Housing Plot No.	Sector	Sub Divided area as per Lease Plan (in sq.m)	Name of member	Status
1.	GH-05 A	TECHZONE-IV	36000.00	M/s Fusion Buildtech Private Limited	Relevant Member
2.	GH-05 B	TECHZONE-IV	48000.00	M/s County Infrastructures Private Limited (SPC of M/s Kailashpati Developers India Pvt. Ltd. and M/s ABA Builders Limited)	SPC

E. AND WHEREAS, the Lessor approved the name and status of M/s County Infrastructures Pvt. Ltd. (SPC-Special Purpose Company) on the request of the consortium in accordance with Clause C-8(e) of the brochure / bid document of the scheme, to develop and market the project on demarcated / sub divided Group Housing Plot no. GH-05B, Sector TECHZONE-IV, Greater Noida, measuring 48000.00 sq. mtr., vide letter no. Builders / 2010 / BRS -79 /84 dated 12<sup>th</sup> October, 2010.

F. AND WHEREAS, the consortium members have agreed amongst themselves that M/s County Infrastructures Private Ltd., having its registered office at 36, Pushpanjali Enclave, Vikas Marg, Delhi-110092, shall solely develop the project on the demarcated / sub divided Builders Residential / Group Housing Plot no. GH-05B, Sector TECHZONE-IV, Greater Noida, measuring 48000.00 sq. mtr.

G. AND WHEREAS, the Greater Noida Industrial Development Authority, the Lessor, has executed the Lease Deed in respect of the aforesaid plot on 27<sup>th</sup> day of October, 2010, in favour of M/s County Infrastructures Private Ltd., on the terms and conditions therein mentioned, and the Lease Deed has been duly registered with the





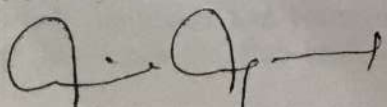
office of the Sub-Registrar, Sadar, Gautam Budh Nagar, vide Book no. 1, Volume No.7481, on pages 353 to 398, at Serial No.22532 on 27.10.2010.

- H. AND WHEREAS, the possession of the aforesaid plot has been handed over by the Lessor, and possession taken over by M/s County Infrastructures Private Ltd., with the plot size, area earmarked in the plan enclosed with the possession certificate, vide letter no. Prop/BRS/2010/198 dated 3/12/2010 and the plot is free from encroachment.
- I. AND WHEREAS, M/s County Infrastructures Private Ltd., has clear and marketable title over the said plot, with leasehold rights with possession, as per the legal search report / non encumbrance certificate issued by the Advocate.
- J. AND WHEREAS, the buyer herein; after having demanded, seen and examining all the necessary documents and deeds, including the Letter of Acceptance, the Letter of Allotment, the Lease Deed and the Letter of Possession of the Plot, map of lease plan etc. has fully acquainted and satisfied himself/itself with the title of the Developer / Builder over the said plot, tentative building plans, and other relevant documents, and as to their lawful right to construct the said residential complex (the Cherry County Residential Complex) thereon, and further to sell the Flats/Apartments to be constructed on the said plot, and having fully understood all limitations and obligations of the Developer/ Builder, has applied to M/s County Infrastructures Private Ltd., the Developer, for allotment / purchase of a residential flat in said complex and the Developer has agreed to allot/sell a residential flat to the Buyer on the terms mutually agreed and as recorded hereinafter.

**NOW, THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:**

**1. FLAT**

- 1.1 In accordance with the terms and conditions set out in this Agreement, mutually agreed to by and between the parties, and in consideration of the buyer having agreed to pay the basic price and other costs and charges as stipulated herein, the developer hereby agrees to sell and the buyer agrees to purchase the Residential Flat/ Apartment bearing No. **203** having a Super Area of approx **1206** Sq.Ft. on **2nd** Floor in Block/Building No. **A-1** consisting of **Three** bed rooms, drawing/dining, kitchen, toilets, balconies, in the said Complex, named Cherry County (hereinafter referred to as the "said Flat/Apartment") along with proportionate, undivided, unidentified, and impartible leasehold right/ interest/ share only in the land which may be underneath the particular Block/ Building in which the said flat/apartment is located, the proportion being the super area of the said flat in





their proportionate share [in proportion as attributable to the allottee(s)/ owner(s)].

**21. LOAN**

21.1 The Buyer hereby consents, authorizes and permits the Developer, to raise finance/loan from any Bank/ Financial Institutions and for this purpose to create equitable mortgage against the construction or the proposed built up area or the land beneath the said complex subject to the flat being free of any encumbrances at the time of execution of the Sale Deed.

21.2 In case the Buyer wants to avail a loan facility from any bank/financial institution or from any other source, he may do so and the developer shall fully co-operate with the buyer in this regard. However, it is made clear that the Developer shall not be a party to the said loan/ borrowing arrangement or any terms thereof and not be bound in any manner whatsoever. The Buyer shall ensure on his own for the sanction of loan, and disbursal thereof as per the payment schedule. The Buyer shall not be entitled to claim any relaxation/deviation in the payment plan on any ground including that the loan is not sanctioned to him or disbursement is getting delayed.

**22. DEVELOPER'S INABILITY TO GIVE POSSESSION**

22.1 In the event, if for any reason whatsoever, the whole or any part of the project is abandoned and/or the Flat agreed to be sold herein is not constructed and/or for any other reason, the Developer is not in a position to give possession of the Flat, it is clearly explained, understood and agreed by the buyer/ allottee, he / she shall have no claim of any kind, whatsoever, against the Developer, and the developer shall be discharged of its obligations under the agreement on the payment of the principal amount in full as received from the allottee, without any interest thereon.

**23. PIPED GAS SUPPLY/POWER BACK UP/BROADBAND CONNECTIVITY**

23.1 Each flat shall be provided with piped gas supply, through a especially set-up network of pipes connected to a common gas tank in the complex, subject to its technical feasibility. The cost of setting up such network shall be borne by each of the flat owners on prorate basis, as and when demanded by the Developer. The buyer shall also have to pay for such connection as well as consumption charges for availing the said facility, as may be decided later on by the Developer.

Neelam Sharma

- 23.2 The builder shall get single point electric connection for the complex from the Paschimanchal Vidyut Vitran Nigam Ltd. or any other concerned authority and the connection will be distributed through separate meters to the allottee(s)/ buyer(s) through pre-paid system. The allottee / buyer will get the electric connection for the capacity, as decided by the builder at the time of offer of possession.

For availing the facility of Power Back up, the buyer shall have to pay Rs. 20,000/- per KVA of power backup as required by him and activation/installation charges. The consumption charges shall also be payable additionally by the buyer on such rate as may be decided later on.

The maintenance charges, power back up charges, fixed charges for electricity and power back up, city level maintenance charges will be deducted through pre-paid electric meter system.

- 23.3 Each Flat shall be provided with Broadband Connectivity for computer application, through a well laid network of cables. The cost of installing such network shall be borne by the Developer. The use of this facility shall be optional one and in case, the Buyer chooses to avail the same, he shall have to pay installation/activation charges as well as usage charges on such rates as may be determined later on.

- 23.4 The buyer shall also pay proportionate charges for provisions of any other facility not specifically mentioned in this agreement as may be required by any authorities or considered appropriate by the Developer, including any increased charges for an existing facility as circumstances may warrant, for provision and maintenance of such facility/ies.

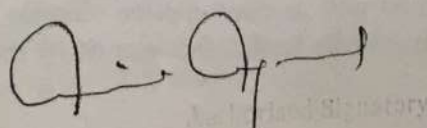
#### 24. FOREIGN/NRI BUYER

- 24.1 The buyer, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999, or any statutory enactment/amendments, thereto; the rules and regulations of Reserve Bank of India and any other applicable laws in this regard.

- 24.2 It shall be the sole responsibility of the buyer to obtain all necessary and required permissions/approvals in respect of all remittances, acquisitions/transfer of the said flat from RBI / Competent Authority.

- 24.3 The Developer will not be responsible or liable for any concealment or violation in this respect by the Buyer. The Buyer shall always keep the developer fully indemnified and

For Country Infrastructures Pvt. Ltd.



Neelem Sharma Page | 30



harmless in this regard. Whenever there is any change in the residential status of the buyer subsequent to the signing of this agreement, it shall be the sole responsibility of the buyer to intimate the same in writing to the developer / concerned authority immediately.

**25. INDEMNITY**

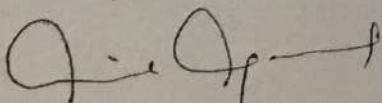
- 25.1 The Buyer shall abide by all the terms and conditions of this agreement and also fully comply with all applicable laws. The buyer shall always keep the developer indemnified and harmless against all such losses/damages, if any, which the developer may have to undergo/suffer because of any contravention or non-compliance of the terms of the present agreement or other applicable laws, rules/regulations or because of any neglect act, or an act of omission or commission on the part of the Buyer.

**26. DISPUTES RESOLUTION**

- 26.1 The clauses of this agreement shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of India.
- 26.2 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 to the agreement shall be settled by amicable conciliation.
- 26.3 Failing conciliation, all/any such disputes shall be settled through Arbitration, and be governed by the provisions of the Arbitration and Conciliation Act, 1996/any statutory amendments/modifications thereto. The arbitral tribunal shall consist of a sole arbitrator to be appointed by the Developer. The Buyer hereby agrees that he shall not raise any objection to such appointment. The arbitration proceedings shall be held at an appropriate location in Noida/New Delhi. The buyer categorically affirms having given his consent voluntarily and with free will for appointment of sole Arbitrator by and at the sole option of the developer.
- 26.4 The competent courts in the State of U.P. alone shall have the exclusive jurisdiction to adjudicate upon any matter concerning this agreement.

**27. GENERAL**

- 27.1 It is expressly agreed between the parties that the Buyer shall not be entitled to assail this Agreement on the ground of want of mutuality in case any stipulations herein are held to



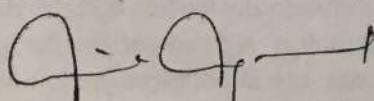
Neelam Sharma



be lacking mutually and shall abide by the agreement in all respects.

- 27.2 All written communications/notices required to be sent to any party shall be sent through Regd. A.D./Speed Post/reliable courier at the address mentioned in the present agreement. Any change in the address of either party shall immediately be intimated by it to the other party, in writing, failing which the sending of the communications/notices etc. at the last known address; will be a sufficient compliance of the requirement and either party shall not be entitled to raise a plea that it did not receive the communication due to change in address. In case, there are joint buyers all communication/notices, shall be sent by the developer to the buyer whose name appears first and the address given by him/her which shall for all purposes be considered as served on all buyers.
- 27.3 The Developer reserves the right to transfer the ownership of the said Complex, in whole or in part to any other entity such as partnership firm, body corporate, association or agency by way of transfer/sale or otherwise as may be decided by the Developer in its sole discretion and the Buyer agrees that he shall not raise any objection in this regard.
- 27.4 The Allottee/ Buyer shall abide by all laws, rules and regulations of the GNIDA/ local bodies/ State Govt. of U.P. and of the proposed Body Corporate, Association of the Buyers (as and when formed and till then as prescribed by the Builder), and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations, if any, after the completion of the complex, The apartment shall be used for the residential purposes for which it is allotted.
- 27.5 The Allottee/ Buyer consents that for repairing any damages in the toilets/ bathroom / any other portion of the other apartment caused due to his negligence or wilful act. The allottee / buyer will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/ her / their malfunctioning or wilful act.
- 27.6 No delay or indulgence by the Developer in enforcing any of his rights/terms of this agreement or any forbearance or giving of time to the buyer shall be construed as a waiver of its rights on the part of the developer. Any breach or non-compliance of any term or condition of this agreement by the buyer shall not prejudice the rights of the Developer.

For County Infrastructures Pvt. Ltd.



Authorized Signatory

Neelam Sharma Page | 32

- 27.7 The buyer covenants to do all acts, and things and sign and execute all other documents and papers as shall be incidental to the due carrying out the performance of the terms of this Agreement and for safeguarding the interests of the developer and buyers of other flats/units/ apartments in the building/complex as the developer may require him to do and execute from time to time.
- 27.8 For all intents and purposes of this agreement, singular includes plural and masculine gender includes the feminine gender. These expressions shall also be deemed to have been modified and read suitably whenever the buyer is joint stock company or any other body corporate or organization or an association.
- 27.9 The buyer confirms that he has read and understood the each and every clause of this Agreement; clearly understood the legal implications thereof; and has executed this Agreement being fully conscious of his/her/its rights and obligations and the limitations of the Developer and the buyer undertakes to faithfully abide by all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED, SIGNED AND DELIVERED THESE PRESENTS ON THE DATE AND PLACE WRITTEN FIRST ABOVE, IN THE PRESENCE OF THE WITNESSES HERETO.

For and on behalf of  
M/S County Infrastructures Pvt Ltd.  
(DEVELOPER)

*Neelam Sharma*  
BUYER(S) 22-03-11

(Authorized Signatory)  
Authorized Signatory

**WITNESSES:**

1. Name & Address

2. Name & Address