

BUILDER BUYER AGREEMENT

FOR

RESIDENTIAL APARTMENT

IN

"BALLYHAI"

SC-1/GH-07, SPORTSCITY, ADJOINING TECHZONE –IV
GREATER NOIDA (WEST), (U.P)

SUPER CITY INFRATECH PVT. LTD.

Registered Office: 6, BHARTI ARTIST COLONY, DELHI-110092

BUILDER BUYERS AGREEMENT

This Builder Buyer Agreement together with all the annexures, schedules and exhibits ("**Agreement**") is made and executed on this _____ day of _____, 20__ at _____

AMONGST

M/s. Super City Infratech Private Limited, a company incorporated under the Companies Act 1956 and deemed to be registered under the Companies Act, 2013, having its registered office at 6, Bharti Artist Colony, Delhi 110092 (hereinafter referred to as the "**Developer**", which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors in interest, legal/ authorized representatives, administrators, executors and assigns) of the **FIRST PART**;

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Allottee(s)

AND

1. _____

2. _____

(hereinafter individually or jointly, as the case may be, referred to as the “**Allottee(s)**”, which expression shall unless repugnant to the context thereof, be deemed to mean and include his/ her/ their/ its successors, legal heirs, executors, administrators, legal representatives and permitted assigns) of the **SECOND PART**.

AND

M/s. Seikom Infracom Private Limited, a company incorporated under the Companies Act 1956 and deemed to be registered under the Companies Act, 2013, having its registered office at 304, Sita Ram Mansion, 718/21, Joshi Road, Karol Bagh, Delhi 110005 (hereinafter referred to as the “**Confirming Party**”, which expression shall, unless repugnant to the context thereof, be deemed to mean and include its successors in interest, legal/ authorized representatives, administrators, executors and assigns) of the **THIRD PART**.

The Developer, the Allottee(s) and the Confirming Party are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS:

- A. The Confirming Party has been allotted plot of land admeasuring 20000 sq. mtrs. approx. bearing no SC-1/GH-07, Sports City, Adjoining Techzone IV, Greater Noida (West), Uttar Pradesh (hereinafter referred to as the “**Plot**”), by Greater Noida Industrial Development Authority, a body corporate under the U.P. Industrial Development Area Act, 1976 (hereinafter referred to as the “**GNIDA**”) on lease hold basis under the scheme code Scheme 2010-2011 (Sports City), vide its allotment letter

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no. Prop./Commercial/2011/489 dated 30.03.2011 (hereinafter referred to as the **"Allotment Letter"**). Pursuant to the said Allotment Letter, the Confirming Party is sufficiently entitled and competent to plan, design, develop, market and sublease the residential project to be developed on the said Plot. Further, lease deed dated 21.02.2014 pertaining to the said Plot has been duly executed in favour of the Developer by GNIDA and registered vide document no. 6648 in book no. 1 volume no. 7983 at page nos. 49 to 80 on 21.02.2014 in the office of Sub-Registrar, Gautam Budh Nagar (U.P.).

- B.** The Developer is developing a residential project under the name and style of **BALLY HA'I** (hereinafter referred to as the **"Project"**) on all that piece and parcel of said Plot. The Developer is developing/constructing the said Project in accordance with the building plans approved and sanctioned by the competent authority in this regard.
- C.** The Developer and the Confirming Party, as per their mutual agreement/arrangement have authorized/empowered the Developer, to develop the Project on the said Plot. The Developer is further authorized to market and sublease the residential apartments in the said Project and to negotiate, sign and execute agreement, sublease deed etc., with the prospective purchasers/allottees at the rates and terms and conditions to be determined in its sole discretion and also to receive all payments and issue receipts thereof in its own name.
- D.** The Allottee(s) has applied vide his application dated _____ to the Developer for the provisional allotment of a residential apartment in the Project. The Allottee(s) has been provided by the Developer/Confirming Party, with all the relevant information, documents, approved building plans, site map and such other credentials with respect to the title, ownership, competency, facilities and basic infrastructure to be provided in the Project being developed on the said Plot. The Allottee(s) has confirmed that he has examined the said documents, plans, site map etc., and are fully satisfied in all respects with regard to the rights, title and interest of the Developer/Confirming Party in the said Plot on which the Project is being developed, and has understood all limitations and obligations of the Developer/Confirming Party in relation thereto and has relied solely on his own judgment and investigation while deciding to execute this Agreement. No other oral or written representation or statement shall be considered to be part of this Agreement.

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Allottee(s)

- E. The Allottee(s) has confirmed to the Developer that it is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the said Plot and the Project, and that it has clearly understood its rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement.
- F. The Developer, relying on the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, has accepted, in good faith, his application and has agreed to allot and sublease a residential apartment in the said Project (hereinafter referred to as the “Unit”, details of which is given in Clause 1.1) and the Allottee(s) has agreed to obtain on sublease the said Unit on the terms and conditions appearing hereinafter.

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

1. ALLOTMENT

- 1.1. In consideration of the Allottee(s) complying with the terms and conditions of this Agreement, completing various formalities, as may be required herein and agreeing to make timely and complete payment of the Total Sale Consideration and all other charges/amounts as per the Payment Plan opted, which is annexed as **Annexure A**, the Developer hereby agrees to allot and sublease and the Allottee(s) hereby agrees to obtain on sublease the residential apartment bearing no. _____, floor no. _____, in _____ tower/building, at **Bally Ha'i** situated at SC-1/GH-07, Sports City, Adjoining Techzone IV, Greater Noida (West), Uttar Pradesh admeasuring Super Area of _____ sq. ft. (_____ sq. mtrs.) (hereinafter referred to as the “Unit”), the lay out plan of which is annexed as **Annexure B** and specifications of which is annexed as **Annexure C** herewith, for the Total Sale Consideration and all other charges/amounts as outlined in Clause 2 of this Agreement.
- 1.2. The Allottee(s) confirms and represents that the Developer/Confirming Party has not indicated/promised/represented/given impression of any kind in an explicit or implicit manner whatsoever that Allottee(s) shall have any right, title or claim of any kind whatsoever, in the unsold residential apartments, common areas or in the lands earmarked for community and commercial facilities, save and except as mentioned herein. It is understood and agreed by the Allottee(s) that the common areas and

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common facilities shall remain un-divided and no Allottee(s) or occupier of any Unit or any person shall be entitled to seek a partition or division of any part thereof.

- 1.3. That the Allottee(s) understand that the open or covered car parking space/s, which shall be allocated to him upon payment of applicable allocation charges, shall be the integral part of the said Unit which cannot be sold/dealt with independent of the said Unit. However, the Allottee(s) shall be entitled to apply for additional car parking spaces, subject to availability, upon payment of additional allocation charges, to be determined by the Developer in its sole discretion. All clauses of the allotment letter and/or application/Agreement pertaining to allotment, possession, cancellation etc., shall apply mutatis mutandis to the said parking space, wherever applicable.
- 1.4. That the Allottee(s) understands and confirms that the allotment of the Unit made shall not be construed as sale or transfer under any applicable law. The Unit shall be subleased and transferred to the Allottee(s) only upon discharge of all the obligations of the Allottee(s) under this Agreement, including but not limited to payment of the Total Sale Consideration and other applicable charges/dues/amounts, and only upon registration of the Sublease Deed in his favor.

2. CONSIDERATION

- 2.1. The Total Sale Consideration for the residential apartment is Rs. _____/- (Rupees _____ only) which comprises of:

- (a) Basic Sale Price;
- (b) Fire Fighting Charges (FFC);
- (c) External Electrification Charges (EEC);
- (d) Power Backup of 1KVA; and
- (e) Club /Swimming Pool Membership.
- (f) One Covered Car Parking

The above rates are escalation free.

- 2.2. The Developer has calculated the Total Sale Consideration payable by the Allottee(s) for the said Unit on the basis of the Super Area. The Super Area is tentative and the same shall be determined at the time of the handing over possession of the said Unit. Such consideration has been worked out on the basis of the covered area of the Unit having saleable **88.63 Sq. mtr. (954 sq.ft.)** whereas Unit covered area(including

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walls) **53.42 sq. mtr (575 sq.ft.)**, Cupboard area **1.77 sq. mtr. (19 sq.ft.)** Balcony Area **10.87 sq.mtr.(117 sq.ft.)**, Circulation area **7.15 sq.mtr.(77 sq. ft.)** and add for Common area(Super Area) **15.42 sq.mtr.(166 sq. ft.)** i.e. the proportionate share in the common areas including lobbies, galleries, stair cases, lifts, power, light & water supply arrangements, sewerage, entrance & exists of the building etc. The Allottee(s) understands that the actual covered area would be less than the Super Area. The Super Area is defined as the total built-up area of the apartment booked and shall also include walls, windows, balconies, projections etc., proportionate share of areas like staircase, common areas, lifts, walls and areas used/earmarked for installation of essential facilities like electrical sub stations, transformers, water tanks and other facilities.

2.3. In addition to the aforesaid Total Sale Consideration, the Allottee(s) has undertaken and agreed to pay the following charges:-

- (a) Cost of electrification charges for providing connections by the electricity board including any security amount demanded by the electricity board have been provided tentatively. Any increase shall be on Allottee(s)' account on pro-rata basis;
- (b) Individual electric meter, water meter connection charges shall be extra as applicable;
- (c) Service tax, VAT, stamp duty, registration charges, any other incidental or ancillary charges and legal expenses for execution and registration of the sublease shall be payable extra; and
- (d) Any other charge (s) which the Developer/ Maintenance Agency may demand for providing any additional service/ amenity/ facility etc., or for up gradation of any existing service/ amenity/ facility etc.

2.4. With a view to recover the cost of development with regard to state/national highways, transport, irrigation facilities, power facilities, etc., the State Government or any other authority may impose additional levy(ies), fees, cess, charges etc., besides EDC/IDC/IAC, in the nature of or on account of infrastructure charges by whatever name called and the Allottee(s) agrees to pay the same either directly to the concerned authorities or if paid by the Developer/Confirming Party, the Allottee(s) shall reimburse the same to the Developer/Confirming Party on pro-rata basis. In case any such charges are levied / demanded by the State Government or any other authority from the Developer/Confirming Party with retrospective effect, the

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Allottee(s) shall be liable to pay the sum on demand being raised by the Developer/Confirming Party on pro-rata basis as stated hereinabove.

- 2.5. It is clearly agreed and understood between the Parties that this Agreement is strictly and only in respect of Unit agreed to be subleased in terms of this Agreement. The community and commercial facilities as may have been conceptualized are expected to come up in stages. Delay in the provision of such facilities or non-provision of such facilities does not entitle the Allottee(s) to cancel this Agreement, absolve or diminish their obligations under this Agreement or withhold or claim any damages or delay or deny the payments as may be due from time to time in terms of various clauses of this Agreement and annexures hereto. Further, the nature, extent, specifications, time and other matters related to the provision of these facilities shall be at the sole discretion of the Developer.
- 2.6. The Allottee(s) shall be responsible to pay to various government / private authorities all charges pertaining to lease rent, consumption of water, telephone, sewage and other utility services in respect of the said Unit as per the bills raised. The Allottee(s) shall also be liable to pay the municipal / house / property tax, by whatever name called, and water tax etc., in respect of the said Unit from the date of levy thereof.
- 2.7. The Allottee(s) shall from the date of execution of this Agreement, always be responsible and liable for the payment of statutory dues in the share proportionate to the Super Area of his/her/their Unit. In case any tax, charge, cess etc., is levied after the execution of the sublease deed, the same shall be payable by the Allottee(s) on pro rata basis, as determined by the Developer or the nominated Maintenance Agency. All such amount shall be payable on demand, as the case may be, either to the Developer or its designated/nominated Maintenance Agency.
- 2.8. Adequate fire-fighting equipment as per law will be installed by the Developer in the Project and if any additional fire-fighting equipment is required inside the said Unit, the same shall be installed by the Allottee(s) at his own cost and expense and the Developer shall not be liable for it.
- 2.9. The Allottee(s) further agrees and confirms that the Allottee(s) has in his own discretion accepted the Total Sale Consideration and other charges defined herein and the Allottee(s) shall not question the same at any point of time. That on acceptance of the Total Sale Consideration and all other charges by the Allottee(s), as defined herein,

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the Seller has allotted the Unit to the Allottee(s). In the event of any dispute arising out of the Agreement, the Allottee(s) represents and warrants to the Developer that the Allottee(s) shall continue to make the payment of the due installments, as per the Payment Plan opted or as per the demand raised by the Developer, during the pendency of such dispute. The Allottee(s) waives his right to seek resolution of the dispute prior to making the payment of due installments to the Developer.

3. FORFEITURE

The earnest money i.e., 10% of the Total Sale Consideration of Unit, shall be liable to be forfeited in the event of withdrawal of allotment by the Allottee(s) and/or cancellation of allotment on account of default/breach of the terms and conditions of allotment/transfer including non-payment of due instalments as per the Payment Plan herein provided or Allottee(s) do not complete the documentation formalities, if any. In exceptional circumstances, the Developer may, in its sole discretion, condone the delay in payment by charging interest @ 1.5% p.m.

4. ALTERATIONS AND VARIATIONS

- 4.1. The Allottee(s) hereby acknowledges, agrees and confirms that allotment of the Unit is provisional in nature and is subject to change in the unit size, location due to architectural design, plans, building stipulations, architectural control, plans as may be deemed necessary or may be required to be done by the Developer/Confirming Party, government/GNIDA, any other local authority or body having jurisdiction. The Allottee(s) hereby gives his consent to all such variations, additions, alterations, recasting and modifications, as may be carried out by the Developer/Confirming Party, in future, to the lay out plans and the building plans of the Project and undertakes not to object to the same at any point of time. Further, the Allottee(s) hereby agrees any increase or decrease in the price of the said Unit shall be paid by the Allottee(s) or refunded to the Allottee(s) as the case may be, due to such variations / alterations /modifications etc. The Developer may on its own provide additional / better specifications and / or facilities other than those specifications provided herein due to technical reasons or for reasons of overall betterment of the Project and the price of Unit shall be increased to that effect by adding therein proportionate cost of such changes, which shall be paid by the Allottee(s).

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- 4.2. The Allottee(s) agrees and understands that the Developer/Confirming Party is not giving any warranty or guarantee with regard to the furnishings/ accessories/utilities, as the case may be, that may be installed in the Unit. The guarantee and warranty, wherever available, is of the manufacturer/supplier as per the terms & conditions mentioned in the warranty/guarantee issued by the manufacturer and/or supplier with regard to the equipments/appliances and the Allottee(s) shall approach the manufacturers / suppliers directly in case of defects/deficiency, if any. The Allottee(s) understands that the Developer/Confirming Party shall have no responsibilities and liabilities with regard to the functioning, manufacturing, quality, operation of the furnishings/accessories/utilities installed in the Unit. The Developer/Confirming Party shall not be responsible or liable for any defect, mishap, accident which may occur due to any manufacturing defect, operational defect or otherwise in the furnishings/accessories/utilities installed in the Unit. The Allottee(s) understands that the Allottee(s) shall be responsible for operation and maintenance of the furnishings/accessories/utilities installed in the Unit and any consequences thereof.
- 4.3. The Developer shall have right, at its sole discretion, to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold apartments within the Project and the Allottee(s) agrees not to raise objections or make any claims on this account.

5. POSSESSION

- 5.1. The Developer assures that possession of the Unit shall be handed over to the Allottee(s) within 36 months from the date of issue of Allotment Letter, subject to reasons of Force Majeure as provided in Clause 13, prompt payment of all instalments and completion of formalities required. Further, the Developer shall be entitled to 6 (six) month's additional period in the event there is a delay in handing over of the possession of the Unit.
- 5.2. The Developer however, in the event of happening of any Force Majeure events, may extend the period of possession beyond the period specified above. The Developer shall neither pay any interest for the delay in handing over of possession for the aforesaid reasons nor the Allottee(s) will be entitled to claim any compensation for delay.

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- 5.3. The intimation for completion of project will be given to the Allottee(s). The Allottee(s) shall be under an obligation to communicate the date, on which he intends to take physical possession of the said Unit. A "Fit-out-Period" of 3 (three) months will be required by the Developer to fix the fittings etc., and to put the final touch of the paint in the said Unit.
- 5.4. The Allottee(s) shall be under obligation to fulfil all the necessary formalities viz. obtaining NOC from the accounts department of the Developer, purchase of stamp papers for execution of sub lease deed etc. In case the Allottee(s) has availed loan facility from any bank/ financial institution etc., to purchase the said Unit, then the Allottee(s) will be under an obligation to provide NOC from such bank/ financial institution, prior to the execution of the sublease deed.
- 5.5. That if there is delay in handing over physical possession of the Unit, after expiry of "fit-out period", on the part of the Developer, then the Developer will pay the Allottee(s) the delayed possession charges @ Rs. 5/- per Sq. Ft. per month for delayed period only (commencing from the date of expiry of "Fit-Out-period") provided the Allottee(s) has already made full & final payment in respect of the said Unit to the Developer and the Allottee(s) has/have timely complied with requisite formalities, as mentioned above.
- 5.6. In case the Allottee(s) fails to take possession of the Unit on the scheduled date he will be charged penalty @ Rs. 100/- per day for delayed first month and Rs. 200/- per day for delayed second month from date of the expiry of the "Fit-Out-Period". In case the Allottee(s) fails to take possession of the Unit even after delay of two months from the date of expiry of "fit-out-period", the booking of the said Unit shall be treated as cancelled without any further notice by the Developer to the Allottee(s) and the net amount already received by the Developer shall be refunded to the Allottee(s) without any interest, after forfeiting amount equivalent to 10% of the Total Sale Consideration. If the Allottee(s) fails to take over possession of the said Unit, within the specified time, then the said Unit shall lie at the risk and cost of the Allottee(s) and the Developer shall have no liability or concern in respect thereof. Further, the Allottee(s) agrees that in the event of its failure to take possession of the said Unit within the time stipulated by the Developer, it shall have no right or any claim in respect of any item of work in the said Unit which it may allege not to have been carried out or completed or in respect of any design, specifications, building materials used or any

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other reason whatsoever and that it shall be deemed to have been fully satisfied in all respects and all other work relating to the said Unit.

- 5.7. After taking possession of the said Unit, the Allottee(s) shall have no claim against the Developer on any ground whatsoever, including but not limiting to the quality of work, specifications of the material, pending installation etc.
- 5.8. The Allottee(s) agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or any other authority or if competent authorities refuses, delays, withholds, denies the grant of necessary approvals for constructions or if any matters, issues relating to such approvals, permissions, notice, notifications by the competent authority become subject matter of any litigation or due to any force majeure conditions, the Developer after allotment, is unable to deliver the said Unit to the Allottee(s), the Allottee(s) agrees that the Developer, if it decides in its sole discretion to refund, then it shall be liable only to refund the amount received from him without any interest or compensation whatsoever.

6. PAYMENT

- 6.1 The timely payment of the Total Sale Consideration of the Unit as per schedule is the essence of the Agreement. The Allottee(s) acknowledges the failure to adhere to the payment schedule and failure to make full and timely payment impacts the Developer's ability to fulfill its reciprocal promises and obligations to the Allottee(s) and other customers and consequently prejudicially affects as well as results in the waiver and extinguishment of the Allottee (s)'s rights under these terms and conditions, including but not limited to the right to claim any compensation for delay in making offer for possession of the said Unit, the right to require the Developer to perform any of its obligations within a given timeframe and the cancellation of allotment amongst other rights. Accordingly, in the event that the Allottee (s) fails to strictly adhere to these terms and conditions, such action shall amount to a voluntary, conscious and intentional waiver and relinquishment of all rights and privileges of these terms and conditions and could at the option of the Developer be treated as termination/cancellation of allotment and the Allottee(s) shall cease to have any right, title or interest whatsoever in the said Unit and shall also be liable to forfeiture of registration amount/earnest money deposit and other non-refundable amounts. Further, the Payment plan as opted by Allottee(s) shall not be allowed to be changed.

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- 6.2 In the event the Developer exercises its right to terminate the present Agreement, the Allottee(s) shall be left with no right or interest on the said Unit and the Developer shall have the absolute right to allot and sublease the said Unit to any other third party. The Allottee(s) shall approach the Developer for the refund, if any, and the Developer will refund the balance amount i.e., the refundable amount left, after deducting the earnest money and non-refundable amounts to the Allottee(s) without any interest and compensation.
- 6.3 All payments shall be made by way of Cheque/D.D./Pay order in the name of the Developer. No late installment shall be accepted beyond a period of one month from due date. Interest chargeable on late payment is 18% per annum. Only those cheques which are issued from the A/C of the Allottee(s) shall be accepted.
- 6.4 The Allottee(s) understands, confirms and agrees that in case of delayed payment of any installment, the payment so made by the Allottee(s) shall be first adjusted towards interest accrued on previous outstanding amounts, if any, and only thereafter the balance payment shall be adjusted towards the current outstanding amounts.
- 6.5 The Allottee(s) understands, acknowledges and confirms that he/she is liable to deduct an amount equivalent to 1% of the payments made or at such other rates, as may be prescribed by the Income Tax Authorities ("TDS") on the properties with a total value of more than or equal to Rs. 50,00,000/- (Rupees Fifty Lakhs only) and deposit the said TDS online with Income Tax Authorities. Further, the Allottee(s) hereby undertakes to duly submit with the Developer such certificate within 15 days of remitting TDS with Income Tax Certificates.

7 EXECUTION AND REGISTRATION OF SUBLEASE DEED

- 7.1 The Developer/Confirming Party, upon completion of the said Unit and/or after obtaining occupation/completion certificate, shall transfer the said Unit by executing and registering a sublease deed in respect thereof in favour of the Allottee(s), provided that the Allottee(s) fulfills the entire obligations as stated in this Agreement. The Allottee(s) has no right of ownership before the execution of the sublease deed of the said Unit in his favour.

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- 7.2 The Allottee(s) undertakes to execute the sublease deed in respect of the said Unit within the period as may be intimated by the Developer in writing, failing which the Allottee(s) shall solely be liable for the consequences arising therefrom.
- 7.3 All charges, expenses, VAT, stamp duty, registration fee and legal / incidental expenses etc., towards execution and registration of sublease deed, at the rates as may be applicable on the date of execution and registration of the sublease deed including documentation shall be borne by the Allottee(s). The Allottee(s) will be responsible and liable for paying the deficiency stamp duty, if any, detected at a later stage.

8 MAINTENANCE

- 8.1 The Developer shall nominate/appoint a maintenance service provider or any other agency or entity ("**Maintenance Agency**") in order to secure adequate maintenance services and upkeep of the common services, facilities and infrastructure in the Project, till such time, the same is taken over by the apartment owners' association /local authorities under the provisions of the relevant laws. The Allottee(s) hereby agrees and undertakes to execute the Maintenance Service Agreement ("**Maintenance Agreement**") in the standard format prescribed by the Maintenance Agency/ Developer, which is applicable to all the apartment owners and the maintenance charges shall be elaborately described therein. The Allottee(s) agrees to deposit with the Developer or the Maintenance Agency as the case may be, an interest free maintenance security deposit @ Rs. 20/- per sq. ft of Super Area of the Unit ("**IFMS**").
- 8.2 That the Allottee(s) will be liable to pay certain fixed charges on monthly basis the quantum of which will be decided by the Developer from time to time, even if the Unit allotted to him remains unoccupied during such period.
- 8.3 The Allottee(s) hereby agrees and confirms that maintenance charges, power back-up charges, fixed charges for electricity and power back-up, and other maintenance charges will be deducted through prepaid electric meter system.

9 COMMON AREAS

- 9.1 The Allottee(s) shall have no right, interest or title in the common areas and facilities within the Project, which may be within or outside the foot print of the building such

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as club, swimming pool, community centre, parking spaces (except if specifically allotted), roads, parks, overhead water tanks, underground water tanks, electric sub-stations, open areas, entrance, pump house, guard rooms, storage area etc., which shall always remain the property of the Developer/Confirming Party.

- 9.2 Except for the Unit allotted herein, all adjoining areas, including the unallotted terrace/roof, unreserved open and covered parking spaces, swimming pool, club and facilities therein, storage areas etc., the entire un-allotted/unsold areas of the Project, shall remain the property of the Developer/Confirming Party and the same shall always deemed to be in possession of the Developer/Confirming Party.
- 9.3 The Allottee(s) shall not, in any manner whatsoever, encroach upon any of the common areas and facilities of the building / Project, limited use areas, and shall also have no right to use the facilities and services not specifically permitted to be used herein. All unauthorized encroachments or temporary/permanent constructions carried out in the said building, or on open car parking space, or on the terrace by the Allottee(s), shall be liable to be removed at his/her/their cost by the Developer or by the Maintenance Agency.
- 9.4 The Allottee(s) will neither himself do, nor permit anything to be done which damages any common areas or violates the rules or bye-laws of the local authorities or the Developer. The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned.

10 FINANCING

- 10.1 The Allottee(s) hereby agrees that the Developer/Confirming Party shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of his respective apartments or the receivables, if any, accruing or likely to accrue therefrom, subject to the Unit being made free of any encumbrances at the time of execution of the sublease deed in favour of the Allottee(s) or his nominee. The Developer/Confirming Party /financial institution/bank shall always have the first lien/charge on the Unit for all its dues and other sums payable by the Allottee(s) or in respect of the loan granted for the purpose of the development of the Project.

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10.2 In case the Allottee(s) wants to avail of a loan facility from his employer or finance institutions to facilitate the purchase of the Unit applied for, the Developer shall facilitate the process subject to the following: (a) the terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only. (b) The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment schedule shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the Developer, as per schedule, shall be ensured and sole responsibility of the Allottee(s). (c) In case of default in repayment of dues of the financial institution/agency by the Allottee(s), the Allottee(s) authorize the Developer to cancel the allotment of the Unit and repay the amount received by the Developer till that date after deduction of earnest money, directly to financing/institution agency on receipt of such request from financing agency without any reference to the Allottee(s).

11 ALLOTTEE'S COVENANTS

11.1 The Allottee(s) has not relied upon and/or been influenced by any oral representations and assurances of the Developer/Confirming Party or any of its representatives and with full cognizance of the fact that the Developer/Confirming Party cannot provide oral representations and assurances, and has agreed to obtain the sublease of the Unit from the Developer on an as is where is basis (which shall refer not only to the physical condition of the land and the Project, their contents/inclusions at the time of this Agreement, but also to the condition of the title or other evidence of ownership and the extent and state of whatever rights, interests and participation over said land and the Unit with the Developer/Confirming Party at the time of the sublease) without any recourse to warranties implied in terms hereof.

11.2 It shall be an essential condition of allotment that the Unit shall not be used for any purposes other than for residential purposes or for carrying out any activity that may cause nuisance to other allottees in the Project. The Allottee(s) shall not do nor cause to be done any act which may cause obstruction for use of the other apartments by their occupiers. The Allottee(s) agrees and undertakes that he shall maintain the Unit at his own cost and in a good condition and shall not do or cause to be done anything in or around the Unit which may be against the rules or bye-laws of State Government/GNIDA/ municipal corporation or any other authority. The Allottee(s) further agrees and undertakes that he/she/they shall not carry out any changes or

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Allottee(s)

make any addition or alteration or modification, whether temporary or permanent, in or around the Unit or any part thereof.

11.3 The Allottee(s) shall not harm or permit any harm or damage to be caused to the peripheral walls, front, side and rear elevations of the Unit, in any form or remove any walls of the Unit including load-bearing / common walls. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and shall not carry out any change in the exterior elevation and design. No request of the Allottee(s) with regard to the change in flooring, colour scheme fittings and/ or specifications will be entertained by the Developer.

11.4 The Allottee(s) further agrees and undertakes that he shall not carry out any changes or make any addition or alteration or modification, whether temporary or permanent, in or around the Unit or any part thereof. The Allottee(s) shall not be allowed to effect any of the following changes/alterations:

- a) Changes, which may cause damage to the (columns, beams, slabs etc.) of any part of adjacent apartment(s). In case damage is caused to an adjacent apartment or common area, the Allottee(s) shall get the same repaired at his own cost and expenses;
- b) Changes that may affect the façade of the Unit (e.g., tampering with external treatment, changing the paint colour of external walls, hanging or painting of signboards etc.); and
- c) Making encroachments on the common spaces in the Project / building.

11.5 To ensure uniformity and minimal interference with structures, ducting, internal cabling etc., in the Unit/Project, the Developer shall regulate the entry of telecom agency / internet service provider in the Unit/Project, and as such the Allottee(s) shall have the said utilities in consultation with the Developer.

11.6 The Allottee(s)/occupants of the Unit shall allow the Developer and/or the Maintenance Agency access to and through the said Unit for the purpose of cleaning/maintaining/repairing of the pipes/leakage/seepage or maintenance works of electricity and other items of common interests etc.

11.7 The Allottee(s) shall not keep any hazardous, explosive, inflammable material in the Unit. The Allottee(s) shall always keep the Developer/Confirming Party or its

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Allottee(s)

Maintenance Agency harmless and indemnified for any loss and/or damages in respect thereof.

- 11.8 The Allottee(s) shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. The Allottee(s) alone shall be liable for the safety and security of the Unit and the Developer in no case shall be held responsible in any manner in this regard.
- 11.9 The ownership of roof/terrace of the building shall always remain with the Developer/Confirming Party.
- 11.10 The Allottee(s) fully understands that any community/recreational facilities developed by the Developer shall vest with the Developer or its nominee which shall have the exclusive right to deal (including the right of usage of) with such facilities in any manner as deemed fit and proper by the Developer.
- 11.11 The Allottee(s) shall keep indemnified the Developer/Confirming Party against all actions, proceedings or any losses, costs, charges, expenses or damages suffered by or caused to the Developer/Confirming Party, by reason of any breach or non-observance, non-performance of the terms and conditions contained herein by the Allottee(s) and/or due to non-compliance with any rules, regulations and/or non-payment of municipal taxes, charges and other outgoings.
- 11.12 The Allottee(s) hereby undertakes to abide by all laws, rules and regulations of concerned regulatory authorities /municipality / any other designated authority from time to time including but not limited to Uttar Pradesh Apartment Act, 2010 or any statutory amendment thereof or any other laws as are applicable to the Unit from time to time.
- 11.13 The observance and compliance of the provision of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India and any other law (as may be prevailing) shall be the sole responsibility of the Allottee(s).
- 11.14 The Allottee(s) shall get electric connection for the Unit from the concerned power supply deptt. / agency / Developer at his/her /their cost, expenses & reasonability.

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Allottee(s)

The Allottee(s) shall be liable to make payment of the electricity charges through prepaid system.

- 11.15 The Allottee(s) can avail power back-up facility of one KVA. The per unit charge for the back-up facility (i.e. running cost of the DG set) to be borne & paid by the Allottee(s), shall be decided by the Developer from time to time.
- 11.16 The Allottee(s)/ occupant will be required to park the car/ vehicle in the parking spaces allotted to the Allottee(s). No extra car/vehicle will be allowed to be parked inside the Project.
- 11.17 The Allottee(s) will be responsible for any damage to any equipment including lift, fire fighting equipment, motor panels, water pumps or any other item, if it occurs due to his/her/their malfunctioning or wilful act.
- 11.18 The Allottee(s) shall be under an obligation to immediately carryout the required repairs in the toilets/bathrooms/any other part of the other apartment, caused due to his/her/their negligence or wilful act.
- 11.19 The Allottee(s) may make a written request to the Developer for recording any change in the name/ particulars of the Allottee(s). However, the Developer may, in its sole discretion, record or refuse to record such change(s). If the Developer agrees to record such changes then the Allottee(s) will be required to bear and pay the requisite charges to the Developer.
- 11.20 The Allottee(s) shall be liable and responsible to pay the lease rent, charges for electricity and water meter connection, , house tax etc., for the period commencing from the date of possession or deemed date of possession declared by the Developer, whichever is earlier.
- 11.21 The Allottee(s) will be liable to bear & pay the proportionate share in the unforeseen expenses appreciated or enhanced burden cost on project due to any force majeure or litigation additional demands if any raised by GNIDA/ any other authority / Govt./ Non Govt. etc.

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11.22 That the consideration as agreed upon will not be changed. In other words the agreed consideration is escalation free subject to any unforeseen reason delay in execution due to any Force Majeure or litigation.

11.23 The project name **BALLY HA'I** will always remain the same and cannot be changed in any circumstances except at the discretion of the Developer.

12 RIGHTS OF THE DEVELOPER

12.1 Subject to the rights of the Allottee(s) herein contained in respect of the right to ultimately own the Unit after execution of sublease deed, the Developer/Confirming Party shall be at liberty to sublease, assign, transfer or otherwise deal with other properties contained in the Project.

12.2 The Allottee(s) agrees and understands that if the FAR is increased beyond the currently available FAR granted by the government authority, the Developer/Confirming Party shall have the exclusive right and ownership on the additional FAR beyond the current FAR. The Developer/Confirming Party shall have the sole discretion and right to utilize the additional FAR, including but not limited to constructing additional apartments/buildings in the said Project as per the approvals granted by the governmental authorities. The Allottee(s) further agrees and confirms that on such additional construction by use of additional FAR, the additional construction shall be the sole property of the Developer/Confirming Party, which the Developer/Confirming Party shall be entitled to dispose of in any manner it chooses without any interference from the Allottee(s). The Developer/Confirming Party shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the said Project. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR and shall have no objection to any of such construction activities carried on the said Plot/said Project.

12.3 At its sole and absolute discretion, the Developer may start development/renovations on any part of the Plot/Project and develop new wings thereof. The Allottee(s) under any circumstances shall not stop or take any steps to stop, such construction on the ground of nuisance, disturbances, or for other reasons of any nature whatsoever or make any objection / claim or default any payment as demanded by the Developer on

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Allottee(s)

account of inconvenience. It is made clear by the Developer and understood by the Allottee(s) that he/she shall have no right including right of ownership in the land(s), facilities and amenities, save and except as specified herein.

13 FORCE MAJEURE

The Allottee(s) understands that the compliance hereof, by the Developer shall be subject at all times to Force Majeure circumstances, and any event beyond the reasonable control of the Developer by itself or in combination with other events or circumstances which cannot (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precautions and/or alternative measures have been prevented, or caused to have been prevented, and which materially impairs or adversely affects the Developer's ability to perform its obligation under this Agreement, and which events and circumstances shall include but not be limited to acts of God, i.e. a) fire, drought, flood, earthquake, epidemics, natural disasters or deaths or disabilities; b) explosions or accidents, air crashes and shipwrecks; c) strikes or lock outs, industrial dispute; d) war and hostilities of war, riots or civil commotion; e) non-grant of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals from any governmental authority, including delay in issuance of the occupation certificate, completion certificate and/or any other approvals/certificate as may be required; f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the Developer from complying with any or all the terms and conditions as agreed in this Agreement;; g) any event or circumstances analogous to the foregoing. In the event of happening of any Force Majeure events, the Developer shall be entitled to corresponding extension of time for performance of its obligations under this Agreement. The Allottee(s) agrees that in case the Developer is unable to deliver the Unit to him/her/them for his/her/their occupation due to above, the Developer may cancel the allotment of the Unit and shall only be liable to refund the amounts received from the Allottee(s)(s) without any interest or compensation whatsoever.

14 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties, and it revokes and supersedes all previous agreements / correspondences / representations / applications etc., between the Parties, if any, concerning the matters covered herein,

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whether written, oral or implied. The terms and conditions of this Agreement shall not be changed or modified except by written amendments, duly agreed between the Parties.

15 INDEMNIFICATION

The Allottee(s) hereby agrees that he will abide by the terms and conditions of this Agreement and the applicable laws and should there be any contravention or non-compliance of the provision of this Agreement, the Allottee(s) shall be solely liable for the same. If any loss is caused, due to any acts of the Allottee(s) or due to non-observance or non-performance of the covenants/law by the Allottee(s), to the Developer/Confirming Party, the Allottee(s) undertakes to indemnify the Developer/Confirming Party for such losses or damages. The Allottee(s) further undertakes to keep the Developer/Confirming Party, their nominees, Maintenance Agency and their officers/employees fully indemnified and harmless from and against all the consequences of breach by the Allottee(s) of any of the terms and conditions of this Agreement or any law for the time being in force as also of any of its representations or warranties not being found to be true at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs faced, suffered, inflicted or incurred by any of them. The Allottee(s) hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of omissions and commissions on his part, representatives and/or any other person claiming under/through him. The Developer's/Confirming Party's recourse under this clause shall be in addition to any other remedy provided or available under any agreement or under law.

16 SEVERABILITY

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

17 WAIVER

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Allottee(s)

Any express or implied waiver by the Developer of any default shall not constitute a waiver of any other default by the Allottee(s) or a waiver of any of the Developer's rights. All original rights and powers of the Developer under this Agreement shall remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the Developer, and the Developer shall not be deemed to have waived any of its rights, or any provision of this Agreement, or any notice given hereunder, unless such waiver be provided in writing by Developer, and any waiver by the Developer of any breach by the Allottee(s) of the Agreement, shall not be deemed a waiver of any continuing or recurring breach by the Allottee(s) of the Agreement.

18 NOTICE

- 18.1 Any notice to be served on either of the Parties by the other shall be sent by prepaid recorded delivery or registered post or by fax at the last known address and shall be deemed to have been received by the addressee within due course.
- 18.2 The Allottee(s) shall be liable to inform the Developer in writing any change in the mailing address and email id/telephone/mobile number failing which all demands, notice etc., shall be mailed by the Developer to the last known address and the same shall be deemed to have been received by the Allottee(s). In case of joint allottees, all communication shall be sent to the first named Allottee(s) in this Agreement, and the same shall be deemed as served on all allottees, and no separate communications shall be sent to the joint allottee.

19 ARBITRATION

That any dispute arising out of any clause of this letter/application shall be referred to arbitration by a sole arbitrator to be nominated by the Developer whose decision shall be final and binding on both the Parties. All the arbitration proceedings shall be carried out in terms of the Arbitration and Conciliation Act, 1996 at New Delhi. The arbitration proceeding shall be conducted in English language.

20 APPLICABLE LAW AND JURISDICTION

This Agreement shall be construed and the legal relations between the Parties hereto shall be determined and governed according to the laws of India and subject to arbitration clause, the Courts at Greater Noida alone shall have the jurisdiction in all

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Allottee(s)

matters arising out of/ touching and/ or concerning this Agreement regardless of the place of execution of this Agreement.

21 COPIES OF THE AGREEMENT

Two sets of this Agreement are been executed on appropriate values of non-judicial stamp paper and the Developer shall retain one copy for reference and record and the Allottee(s) shall retain the second copy.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.

Developer	Allottee(s)
For M/s Super City Infratech Private Limited	1. _____
_____	_____
Name: _____ Authorized Signatory	
Confirming Party	2. _____
For M/s Seikom Infracom Private Limited	
_____	_____
Name: _____ Authorized Signatory	
WITNESSES:	
1. _____	2. _____

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Annexure A Payment Plan

Residential Apartment in “Ballyhai”, situated at Sportscity, adjoining Techzone IV, Greater Noida (West) (U.P.)

Payment Plan: Construction Linked Payment Plan

That the allottee(s) has /have agreed to pay each instalment of chosen payment plan along with service tax, VAT (Subject to change by Government of India) on BSP and other charges payable on offer of possession (excluding covered car parking) along with service tax, VAT as by Government charges (Subject to change by Government of India) assessed and attributed by the “Government of India” w.e.f. 1st day of July, 2010. If certain changes in any taxes /policies by government occur then allottee will be liable to pay.

Construction Linked Plan

At the time of Booking	10 % of BSP + 50% of PLC
Within 60 days of Booking	10% of BSP
At the time of Bankable	25% of BSP + 50% of PLC
On casting of 1st floor roof slab of block	5% of BSP
On casting of 3rd floor roof slab of block	5% of BSP
On casting of 5th floor roof slab of block	5% of BSP
On casting of 7th floor roof slab of block	5% of BSP
On casting of 9th floor roof slab of block	5% of BSP
On casting of 11th floor roof slab of block	5% of BSP
On casting of 13th floor roof slab of block	5% of BSP
On Casting of 15th floor roof slab of block	5% of BSP
On casting of top floor roof of slab of block	5% of BSP
On completion of masonry & plaster work within apartment of block	5% of BSP
At the time of offer of possession	5% of BSP

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Annexure B

Layout Plan

FLOOR PLAN

2 Bedrooms + 2 Toilets
Super Area : 954 sq. ft.

- 2 Bedrooms
- 1 Drawing/Dining
- 2 Toilets
- 4 Balconies
- 1 Kitchen



Disclaimer: Architects and developer reserves the right to alter the specifications and facilities for design improvement. This brochure is purely conceptual and not a legal offering. The developer reserves the right to amend/alter the area, layout, elevation specifications and amenities mentioned in this brochure. Elevation, photographs/images used in this brochure are purely artistic in nature and tend to change with / without prior notice, unless explicitly mentioned.

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Annexure C
SPECIFICATIONS

STRUCTURE:

- Earth quack resistant RCC framed Structure.

FLOORING:

- Vitrified tiles 2'*2' in Drawing Room, Dinning and two Bedrooms
- Ceramic tiles in Kitchen, Bathrooms and Balconies

WALLS & CEILING FINISH:

- Finished walls & ceiling with OBD in pleasing shades

KITCHEN:

- Granite working top with stainless steel sink
- 2'-0" dado above the working top and 5'-0" from the floor level on remaining walls by ceramic tiles

TOILETS:

- Provision for Hot and Cold water system with UPVC pipes
- Glazed tiles on walls up to door level
- European W.C, Washbasin and Cisterns in white shade.

DOORS & WINDOWS:

- Outer doors and windows aluminium powder coated /UPVC
- Internal door frames of Marandi or equivalent wood
- Internal door made of painted flush shutters
- Main entry door frame of Marandi or equivalent wood with skin moulded door shutter
- Good quality MS hardware fittings

ELECTRICAL:

- Copper wire in PVC conduits with MCB supported circuit
- Only provision of internal wiring for one land-line connection

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Allottee(s)