

ALLOTMENT LETTER

EARTHCON CONSTRUCTIONS PVT. LTD.

B-11, SECTOR-1, NOIDA (U.P.)

..... First Party

**Allotted Flat No. B-1105 in Earthcon “Casa Grande”, Greater Noida to App: -
Mr. _____, S/o. Sh. _____ R/o:- _____ Co-App:- Mrs. _____
W/o. _____, R/o: - _____.**

..... Second Party

We have the pleasure to inform you through the present **Allotment Letter** dated _____ in respect of the above mentioned flat in “**Casa Grande**” Plot No-7 A, Sector-CHI-V, Greater Noida (U.P.)

ALLOTEE

Earthcon Constructions Pvt. Ltd.

1. Mr. _____
S/o. _____
R/o: - _____
2. Mrs. _____
3. W/o. _____
R/o: - _____

Sub: - ALLOTMENT OF RESIDENTIAL FLAT IN GREATER NOIDA

Dear Sir /Madam,

With reference to your application dated _____ we are pleased to allot you the residential Flat No. _____, Floor _____ measuring. _____ sq. ft at a total consideration amount of Rs. _____/- in “Casa Grande”, Plot No-7 A, Sector-CHI-V, Greater Noida (U.P.), as per the terms and conditions mentioned hereinafter.

For Earthcon Constructions Pvt. ltd.

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Whereas the Company is developing Group Housing by the name of "**Casa Grande**" at Plot No- 7 A, Sector – CHI- V, Greater Noida, Distt - Gautam Budh Nagar land allotted by Greater Noida Industrial Development Authority.

And whereas the requisite allotment letter is being executed now incorporating the details embodied in the application, terms and conditions of which shall form integral part of this allotment unless superceded, directly or indirectly, by anything contained in this allotment.

NOW THIS ALLOTMENT WITNESSED AS UNDER:

A. PAYMENTS

That the timely payment of installments as indicated in the payment plan is the essence of the scheme. Installment due towards payment of the unit will be paid at intervals in accordance with the mode of payment spelt out above. If payment is not received within the stipulated period or in the event of breach of any of the terms and conditions of this agreement by the buyer, the allotment will be cancelled and balance payment will be refunded without any interest, after deduction of 20% of the total cost of the unit, exclusive of the earnest money. In case the promoter/builder allow any latitude in the payment of the Installment, Interest @ 3% per month for any part of a month will be charged for the period payment is not made. Earnest money in no case is refundable and will stand forfeited in full. In case amount paid by the buyer is less than the aforesaid of 20% of the total cost of the unit; entire amount paid by the buyer shall be forfeited by the company.

- 1.** For preferentially located unit extra charges, as given in the payment plan, will be paid additionally.
- 2.** That in case the applicant, at any time, desires for cancellation of the allotment, it may be agreed to, though, in such a case 20% of the total Price of the unit, excluding the Earnest Money, shall be forfeited and the balance, if any, refunded without any interest in the following manner.
 - a.** The company shall be entitled to deduct a sum equal to 20% of the total cost of the unit as mentioned in (exclusive of earnest money) as mentioned for exercise of such option by the allottee/s.
 - b.** The Allottee/s shall be entitled to refund of money paid by him subject to deduction of 20% percent of the total cost of the unit as mentioned in (a) above after the expiry of a period of six months from the date on which the company receives the notice of the Allottee/s application for cancellation.
 - c.** No interest shall be payable by the company for the said period of six months;
 - d.** If the company makes any default in payment of refund due to the Allottee/s after deduction of 20 percent of the total cost of the unit as specified in (a) above after the expiry of said period of six months, the Allottee/s shall be entitled to interest @ 6% (six percent) per annum on the money to be refunded.
 - e.** If the amount paid by the Allottee/s is less than the amount to be deducted Under (a) above, the Allottee/s shall pay to the Company, deficient amount to the extent of 20 %(twenty percent) as mentioned in (a) above; and

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- f. It may be noted that all delayed payments are subject to charge of 0.5% late charges on the due installment after the grace period of 15 days from the due date & if the delayed period exceeds above one month then the late charges will be 1% on the due installment. And if the delayed period exceeds two months then the late charges will be 2 % for next five months, if payment is not made till 5 months then the flat will considered to be cancelled.
3. That in case the Allottee/s want to avail of a loan facility from any bank Financial Institution / agency to facilitate the purchase of the Unit applied for, the company shall facilitate the process subject to the following:
- (i) The Allottee/s shall arrange/ avail the loan facility from bank/ financial institution / Agency at its own and the company shall not be responsible or liable for the same in any manner whatsoever.
 - (ii) In such cases the Allottee/s shall ensure that the installment as stipulated in payment plan has been paid on due dates as per the payment schedule not withstanding any delay in reimbursement of loan or non-sanction of the loan by the bank/ financial institution / agency.
 - (iii) If in such case the Installment are not paid on due dates as stipulated above, the Company shall be entitled to recover the interest on late payment not withstanding anything contrary to this contained in any other agreement among the promoter, the anything contrary to this contained in any other agreement among the promoter, the buyer and the bank / Financial institution/ agency.
 - (iv) In case the bank/ Financial Institution/ Agency makes the lump sum payment of the cost of unit, the company shall not be liable to pay the I interest or any other charges to the Allottee/s for receiving the payment before due dates.
 - (v) In case of non –sanction of loan, the buyer shall endure to pay the installment as Per the payment plan, failing which, the Allottee/s shall be governed by the provisions of Clause 1 above.
- B. CONSTRUCTION AND COMPLETION OF UNIT.**
4. That the specifications for the unit are shown in the sale brochure. Any Additional/better specifications for individual unit requested for by the Allottee/s well in time may be provided, if technically feasible, for which extra charges as demanded by the company will be paid by the Allottee/s;
5. That the company may on its own modify /delete/improve specifications and/or facilities as mentioned in the sale brochures due to technical reasons/ due to popular demand/ unavailability of certain material/s for overall betterment of the complex/individual unit or for any other reasons beyond the control of the company. The proportionate increase in cost due to such changes will be borne by the Allottee/s.
6. The Drawing of the project displayed in the marketing office of the company is final and duly sanctioned by concerned authority and even if the drawing are changed by the sanctioning authorities / company during the course of construction work, the allottee/s shall have no right to object / claim for such a change. Within the agreed consideration cost, the company shall complete all the civil work, plumbing, sanitary work, joinery, painting and polishing, internal electrification. The unit shall, in particular, comprise of specifications as mentioned in the sale brochure.

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7. That the following facilities will be provided by the company:-

- (i) Expenditure on the provision of telephone system, intercom system or any other common facility will be provided by the company.
- (ii) The stand-by generator for running of lifts, tube well and water pump shall be provided by the company without any extra cost. The running costs of the power above the general maintenance charges.
- (iii) The cost of external Electrification of the complex. This includes proportionate cost of sub – station, cost of transformer, main electrical panel and cost of cables up to the distribution box will be paid by the company.

8. That the completion of the unit will be done as per the completion date subject to receiving the entire cost and other payments as per the terms of allotment. However, if the allottee/s opts to pay the cost in advance of scheduled time, suitable discount may be allowed by the company on its own discretion but the completion schedule shall remain unaffected. In case the Allottee/s insists for early completion of the unit the company shall try to do the same. In such a case, the discount offered on advance payment shall proportionately be reduced but early completion of the unit shall in no case be binding on the company.

C. MAINTENANCE OF THE COMPLEX

9. That on completion of complex/allotted unit/offer of possession, whichever is earlier, an interest free maintenance security (IFMS) toward the maintenance and upkeep of the complex shall be payable by the Allottee/s to the company as mentioned in the payment plan on Page-3. The date of commencement of maintenance and upkeep of the complex or part thereof shall be intimated by the company to the allottee/s and the maintenance charges will be reckoned from that date. The amount to be deposited as IFMS will be according to super area of the unit as mentioned in the sale brochure. Further, the monthly maintenance charges on actual basis as intimated to the Allottee/s by the company from time to time shall be payable by the Allottee/s by the day of that month. In case of delay in receipt of monthly maintenance charges within this period, interest @2% per month or for any part of a month shall be charged for the period of delay. Further, the company can also recover the default in monthly maintenance charges from the IFMS of the Allottee/s. Moreover, the company/ Allottee/s Association will be entitled to effect disconnection of the services to defaulting Allottee/s that may include disconnection of water/sewer, power/power back up, piped gas connection, if any, and debarment from usage of any or all common facilities within the complex. The company reserves the right to enhance the maintenance amount payable by the Allottee/s keeping in view the actual cost of maintenance of the complex. The company shall maintain the complex till the maintenance is handed over to the Allottee/s association. The company may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard. The Allottee/s agrees to sign "Maintenance Agreement", if required, with the company or with the maintenance agency undertaking the maintenance activity.

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- 10.** That the maintenance of unit including the walls and partitions, sewer, drain, pipes Etc., shall be the exclusive responsibility of the Allottee/s from the date of the possession. Further, the Allottee/s will neither himself do nor permit anything to be done which damages any part of the building, staircase, shafts, common passages, adjoining units etc, or violates the rules or bye-laws of the local authorities, maintenance agency or the association of allottee/s. The allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the company may recover the expenditure incurred in the satisfaction of the parties concerned, failing which the company may recover the expenditure incurred in the rectification from the Allottee/s security deposit.
- 11.** That in case maintenance of the complex is handed over to the Association of the Allottee/s. Spaces like parking, storage space, parks, roofs terrace, etc. Shall not be handed over to the association and will be owned by the company and may developed or sold to any agency or individual as the case may be on any terms as the company would deem fit.
- 12.** That the Allottee/s will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

TERMS OF GREATER NOIDA

- 13.** That the Project is being executed by the company on land allotted by the Greater Noida, Industrial development Authority (Greater NOIDA) for development of the group housing project. The Sub-lease Deed / Sale Deed, as the case may be, of the unit will be executed in favor of the Allottee/s, the Allottee/s will be bound by the terms of the case may be
- 14.** That all taxes or charges, present or future, on land or building levied by any authority from the date of booking shall be borne and paid by the Allottee/s. However, so long as each unit of the said complex is not assessed separately for the taxes, all the Allottee/s shall pay proportionate share of taxes assessed on the whole complex.
- 15.** That the company shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines and arboriculture. However, external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to internal services are to be provided by the Greater Noida, as the case may be
- 16.** That all the terms and conditions of allotment of the land by the Greater Noida as the case may be, to the company will be mutatis mutandis applicable to the Allottee/s.

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POSSESSION OF UNIT:

- 17.** That the sale Deed /Sub lease deed of the unit shall be executed in favour of the Allottee/s by the company after the entire payment and dues in respect of the allotment are cleared by the Allottee/s.
- 18.** That all the charges, expenses, stamp duty, official fee, incidental charges etc. towards the Sale Deed / Sub Lease Deed, including documentation, will be borne by the Allottee/s. If the company incurs any expenditure towards the registration of the unit in favour of the Allottee/s, the same shall be reimbursed by the Allottee/s to the company.
- 19.** That the possession of the unit will be given after execution of the Sale Deed/Sub Lease Deed.
- 20.** That the allottee/s shall get exclusive possession of the built up area of his/her unit and will be transferred then title of this area along with proportionate undivided interest in the land under his block. The allottee/s shall have no right interest or title in the remaining part of the complex such as corridors, staircase, parking, terrace, etc., except the right of ingress and egress in the common areas like corridors, staircase, lobby, lift area and approached road. These and the land for other common facilities shall remain the exclusive property of the company and subject to these, the allottee/s shall be governed by the U.P Apartments Act, 2003. The right of usage of common facilities is subject to observance by allottee/s of covenants herein and up to date payment of all due amounts.
- 21.** That the final super area of the units will be intimated after final physical measurement after construction. In case of variation in actual super area vis-à-vis booked super area, necessary adjustments in cost plus or minus will be made at the rate prevalent at the time of the booking. Super area may vary without any change in built up area or dimension of the units similar measurements and calculations will be done exclusive for lawns and terrace areas also.
- 22.** That the sizes given in plans are tentative and can be modified due to technical and other reasons. E.g. change in position or decision of the unit, number of the unit, its boundaries, dimensions or its area. The company shall be liable only for cost adjustment arising out of super area variations.
- 23.** That in case a particular unit is omitted due to change in the plan or the company is unable to hand over the same to the Allottee/s for any reason beyond its control, the company shall offer alternate unit of the same type and in the event of non-acceptability by the Allottee/s or non availability of alternate unit, the company shall be responsible to refund only the actual amount received from the Allottee/s. The Allottee/s hereby agrees that in such case he shall not be entitled to any damages or compensation of any nature whatsoever from the company. In case any preferentially located unit ceases to be so located, the company shall be liable to refund extra charged paid by the Allottee/s for such preferential location without any damages or compensation.

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24. That the Allottee/s after taking possession of the unit shall have no claim against the company in respect of any item or work, in the unit, which may be said not to have been carried out or for non-compliance of any designs specifications, building material or any other reason whatsoever.
25. The Completion of the project would be 30months (with the grace period of 3 months) from the date of commencement of the constructions, else company will be liable to pay Rs. 5 /- per sq. ft. per month to the client. if company does not give the Possession of the flat within stipulated time, Subject to all the payment are made by the Allottee(s) well in time as and when demanded by the Company.

GENERAL TERMS AND CONDITIONS

26. That the amount paid by the Allottee/s to the company to the extent of 20% of the company in respect of any item or work in the unit, which may be said not to have been carried out or for non-compliance of any designs, specifications, building material or any other reason whatsoever.
27. That the address given in the application form shall be taken as final unless any subsequent change has been intimated to the company through Registered A.D. Letter. All demand notice, letters; etc..., posted at the given address shall be deemed to have received by the Allottee/s.
28. That the company shall have the right to raise finance from any bank/financial Institution / body corporate and for this purpose create equitable mortgage against the construction or the proposed built up areas in favour of one or more financial institutions and for such an act the Allottee/s shall not have any objection and the consent of the Allottee/s shall be deemed to have been granted for creation of such charge during the construction of the complex.
- 29 That the Allottee/s agrees to furnish his permanent account number (PAN) or Form 60/61, as the case may be , within 30 days from the date of execution of this Allotment, if not furnished earlier.
30. That the Allottee/s may undertake minor internal alterations in his unit only with the prior written approval of the company/concerned Statutory Authorities. The Allottee/s shall not be allowed to affect any of the following changes/alterations:
- (i) Changes, which may cause damage to the structure (column, beams, slabs etc.) of the block or the unit or to any part of adjacent unit or common area, the Allottee/s will get the same repaired failing which the cost of repair may be deducted from the Allottee/s IFMS.
 - (ii) Changes that may affect the façade or common area of the building. E.g. changes in windows, tampering with external treatment, changing the paint color of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structure, hanging or painting of signboards etc. Designed spaces will be allocated for display of signboards, etc. In the interest of complex aesthetics, unauthorized display boards will be removed at the cost of the Allottee/s. Making encroachments on the common spaces in the building.

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31. That the Allottee/s shall non-use or allow to be used the unit for any activity that may cause nuisance to other Allottee/s in the complex or which is in violation of rules/regulation/bye-laws of the concerned authorities.
32. The allottee/s, if resident outside India, shall be solely responsible to comply with the necessary formalities, as laid down in Foreign Exchange management act, 1999 and/or any other law governing remittance of the payment, for obtaining requisite permission for acquisition of property. In case the permission for the acquisition of the flat is not granted to the Allottee/s, the amount received by the company will be refunded in full to the Allottee/s without any interest. In such case the Allottee/s shall obtain the approval of the concerned authorities at the earliest and submit a copy of the same to the company.
33. That the Allottee/s has fully satisfied himself about the interest and the title of the company in the said land on which the unit as part of a group housing complex is being constructed and has understood all limitation and obligation in respect thereof and there will be no objection by the Allottee/s in this respect.
34. That the Allottee/s agrees and undertakes that he shall at any time before or after taking possession of the unit, have no right to object to the company constructing or continuing to construct other building adjoining the said unit. The Allottee/s agrees that in case at any stage further construction in the complex becomes possible, the company shall have sole right to undertake construction and dispose of such constructed units without any objection or claim from the Allottee/s.
35. That all the charges payable to various departments for obtaining service connections to the unit like electricity, telephone, water, etc., including security deposit for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the Allottee/s. That in case of joint application, the company may, at its discretion with any claim from any person deems correspondence with anyone of the joint Allottee/s sufficient for its record.
36. That for all intents and purposes, singular includes plural and masculine includes feminine.
37. If any misrepresentation/concealment/suppression of material facts is/are found to be made by the Allottee/s, the entire money deposited by the Allottee/s with the company shall be forfeited and legal action for such representation/concealment/suppression shall be initiated.
38. The Allottee/s shall send the Duplicate copy of these terms and conditions duly signed and witnessed along with the payment of the Allotment money to the builder.

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- 39.** That all disputes or disagreements arising out of in connection with or in relation to this allotment shall be mutually discussed and settled between the parties
- 40.** All payments in respect of the Allotment money, installments and /or any other charges shall be made by the Allottee/s in the name of company, unless otherwise specifically informed by the company to the Allottee/s.
- 41.** That if the Allottee/s makes payment through cheques, and cheque is dishonored due to any reason whatsoever, the company shall be entitled to charge Rs. 500/- (Rs Five hundred Only) per instance from the Allottee/s
- 42.** That all disputes or disagreements arising out of in connection with or in relation to this allotment which cannot be amicably settled shall be finally decided by arbitration and the sole arbitrator in such a case shall be appointed by the company, and other provisions of the Indian Arbitration and Conciliation Act, 1996 or any amendment thereof shall take place accordingly.
- 43.** That in case of any dispute between the Co- Allottee/s, the decision from the competent Court shall be honoured by the company. However, in such case the co – applicant, either collectively or severally, shall ensure that the Installments are paid in accordance with the payment plan, failing which, the Co-allottee/s shall be governed by the provisions of clause 1 above and the refundable amount, if any according to the terms and conditions contained in this allotment letter, shall be paid to the Co- allottee/s in proportion to the amount received from them.
- 44.** That the court at Delhi alone shall have jurisdiction for adjudication of all matters arising out or in connection with this allotment.
- 45.** Transfer of the rights as allottee for the said apartment here in, will be at the discretion of the Builder and will need its prior written approval from the Builder. Administration charges as prescribed by the builder from time to time will be paid by the Allottee/s before the transfer. Any change in the name of allottee/s(including addition/deletion) as registered with the builder, will be deemed as transfer for this purpose. The administrative charges for the transfer of rights herein are 5% of the normal administrative charges for every transfer.

Note: The prevailing administrative charges are Rs.50 per sq.feet at present and it may vary from time to time. Any charges can be made without any prior intimation.

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- 46.** Until a sale deed is executed & registered, the builder shall continue to be the owner of the apartment and also the construction thereon and this allotment shall not give to The allottee(s) any rights or title or interest therein even though all payment have been received by the builder. The Builder shall have he first lien and charge on the apartment for all its dues that may/ become due payable by the allottee/s to the builder.
- 47.** The allotment rate includes Basic + all allied Charges mentioned in the payment schedule.
- 48.** The allottee/s is aware that various apartments are being allotted to various persons under uniform terms and conditions. The allottee/s agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to allottee/s of other apartments in this complex or to crowd the passages to use it for any illegal or immoral purposes
- 49.** The apartment shall be used for activities as are permissible under law.

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