

ALLOTMENT LETTER

Dated: _____

Subject: Allotment of Unit No. _____ on Floor ____ Tower No. __ in NIRALA ASPIRE at GH-03, SEC-16 , GREATER NOIDA(WEST).

In reference to your application dated _____ with **M/s. Nirala Housing Pvt. Ltd.** (a Company registered under the Act 1956 and hereinafter called Builder) we are glad to allot you a Unit in NIRALA ASPIRE situated at GH-03, SEC-16 , GREATER NOIDA(WEST). As per detail below, vide this letter of Allotment No. _____

This Allotment is subject to be fulfillment of terms and condition as detailed below which shall prevail over all terms and conditions given in sales documents, as well as supersedes all previous communication, advertisement, brochure, price list or any other document with regard to the above said allotted Apartment/flat. The present allotment letter cancels all previous Allotments issued against this Allotment/Unit, if any.

(A) Detail of Unit Allotted:

Tower No.	Unit No.	Floor	Type	Carpet Area (approx in Sq.ft)	Carpet Area (approx in Sq.mtr.)	Built-up Area (approx. Sq.ft.)	Built-up Area (approx. Sq.mtr.)	Saleable Area (approx. Sq.ft.)	Saleable Area (approx. Sq.mtr.)

(B) Details of Allottee(s):

1. For Individual/Joint Purchasers

(i) The First/Sole Allottee:

Mr./Mrs. _____

Nationality: _____ Date of Birth: _____

Address: _____

Email ID: _____

Telephone No: _____

Mobile: _____

PAN No: _____

Fax: _____

2. For Partnership Firms

**M/s. _____ a Partnership Firm duly registered under the Partnership Act through its authorized representative/ partner Sh./ Smt. _____ (hereinafter referred to as the 'Allottee(s)' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership and their heirs, legal representatives,

The Builder

Allottee(s)

NIRALA ASPIRE @ GH-03, SEC-16 , GREATER NOIDA(WEST) Flat No.:

administrators, executors, nominees, successors and permitted assigns) of the OTHER PART AND WHEREAS the Partnership Firm is competent to enter into this Allotment.

3. For Companies

**M/s. _____ a Company registered under the Companies Act.1956, having its registered office at _____ through its duly authorized signatory Sh./Smt. _____ authorized by Board Resolution dated _____ (hereinafter referred to as the "Allottee(s)" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrators, successors in interest, nominees and permitted assigns) of the OTHER PART.

(C) Payment Consideration:

(i) Cost of Unit:

(A) Basic Cost

S.No.	Particulars	Amount

Total (A): Rs. _____/-

(B) Other Charges

S.No.	Particulars	Quantity	Amount

Total (B): Rs. _____/-

Cost of Unit (A+B): Rs. _____/- (Rupees _____ Only)

Note: Service Tax(s)/GST/stamp duty for registration is not included in cost of Unit and will be payable on total cost of unit as applicable from time to time. Please pay the installment after addition of service tax (s)/GST.

The Builder

Allottee(s)

NIRALA ASPIRE @ GH-03, SEC-16 , GREATER NOIDA(WEST) Flat No.:

(ii) Booking Amount:

S.No.	Receipt No.	Receipt Date	Mode of Payment	Cheque No.	Instrument Date	Amount	Service Tax/GST	Total Amount

*This payment is subject to realization

Total Sum Rs. _____/-(Rupees _____ Only)

(iii) Payment Plan:

Enclosed as per Annexure- 1

(ANNEXURE-1)

PAYMENT SCHEDULE

PLAN – _____

S.No.	Installment Name	Installment Date	Amount (%)	Amount (Rs.)

Cost of Unit: Rs. _____/-(Rupees _____ Only)

Note:

1. The builder reserves the right to carry out completion of the building and may offer early possession/offer of possession for fit out/Intimation for Fit out to the allottee(s) and claim payment of the entire remaining installments.

The Builder

Allottee(s)

NIRALA ASPIRE @ GH-03, SEC-16 , GREATER NOIDA(WEST) Flat No.:

2. 10% amount of the cost of the Apartment shall be treated as Earnest Money.
3. Carpet Area: (RERA Definition) means net useable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony/ veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.
4. Built Up Area: Carpet Area including area underneath external walls (50% area sharing in case of common walls with adjoining apartment), area of balcony/ Veranda and service shafts attached with or within the Apartment
5. Saleable Area: Built up area plus area of service shafts, area of open terrace (if any) and proportionate share of common areas but excluding area covered by commercial blocks.
6. "Common area" mean:
 - i. The entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
 - ii. The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
 - iii. The common basements, terraces, parks, play ground and common storage spaces;
 - iv. The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - v. Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - vi. The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - vii. All community and commercial facilities as provided in the real estate project;
Explanation: - community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.
 - viii. All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
7. Pre-Finishing Stage shall start after completion of structure work , Brick work External and Internal Plaster work and tiling work in the apartment. The installation of Doors, Windows, sanitary-ware, wash-basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said "Pre-finishing stage" only. A demand will be raised at this stage as per the payment plan adopted by the Allottee(s) at the time of booking.
8. Mode of measurements: All dimensions shown in the unit plan are from bare wall to bare wall only, as per standard architectural/ engineering practice. The thickness of finishes (such as plaster, wood paneling, tiling or any other finishing material) might result in marginal difference in the final sizes depending upon the finishing material used in the particular area. Size of balcony/ Veranda

NIRALA ASPIRE @ GH-03, SEC-16 , GREATER NOIDA(WEST) Flat No.:

shall also be measured till the end of the cantilever (edge) slab. The dimension consumed for fixing of railing and balusters or upturn toe wall (if any) are inclusive in the dimension mentioned for balcony/ Veranda as per standard architectural/ engineering practice. The areas may vary by +/- 3%. All dimensions would be jointly measured before raising final payment demand note.

9. Company has received Part OC vide letter no. BP-3091(C)/2017/6162 dated 18/09/2017 from GNIDA for tower no. D1,D2,D3,D4,A6, A7 and A8. For towers no.- A1, A2, A3, A4, A5 and D5 part OC received vide letter no.BP-3091(C)/2018/3680 dated 06/06/2018 from GNIDA.

The Builder

Allottee(s)

DRAFT

BUILDER'S REPRESENTATIONS:

- A. **WHEREAS M/s. Nirala Housing Pvt. Ltd.,** has acquired right, title and interest in Group Housing Plot No. GH-03, SEC-16 , GREATER NOIDA(WEST), admeasuring 78021.19 Sq. Mtr. by virtue of Lease Deed registered on dated 17.10.2012 and Supplementary Lease Deed registered on dated 17.10.2012 executed by Greater Noida Industrial Development Authority in favour of M/s. Nirala Housing Pvt. Ltd., vide Doc. No. 19841 is duly empowered to develop/build flats and allot, execute Allotment letter/enter into Allotment for sell/sub-lease the flats, commercial area, shops etc. with parking space in the Housing Complex.
- B. **AND WHEREAS** the Builder shall develop the said Apartment/Unit of Land by constructing thereon a Group Housing complex known as NIRALA ASPIRE in accordance with the building plans sanction/to be sanction/amended including compounding and completion plans and necessary permissions from the concerned government authorities. The Builder intends to carry the development/construction of the complex in different phases.

ALLOTTEE'S REPRESENTATIONS:

- A. **AND WHEREAS** the Allottee(s) has represented that he/she/they has/have applied for Allotment of said Apartment/unit with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said Complex named as "NIRALA ASPIRE", and has/have satisfied himself/herself/themselves in respect of ownership title of the property in particular and verified the same.
- B. **AND WHEREAS** the Allottee(s) has represented that he/she/they has/have seen the relevant documents/papers pertaining to the said Complex and is fully satisfied that the title of the Land of the said Complex is marketable and the Builder has right and authority of marketing the said Complex and allot to sell/sub-lease the Apartment/unit to the Allottee(s). The Allottee(s) has also seen and understood the plans, designs, and specifications of the said Apartment/unit and the said Complex and his/her willingness to purchase the said Apartment/unit.
- C. **AND WHEREAS** the Allottee(s) has/have confirmed to the Builder that he/she/they is/are entering in this Allotment with full knowledge of all terms and conditions contained in this Allotment and that he/she/they has/have clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of Allotment.
- D. **AND WHEREAS** the Builder, relying on the confirmations, representations and assurances of the Allottee(s), to faithfully abide by all the terms, conditions and stipulations contained in this Allotment has/have accepted in good faith his/her/their application to allot the said Apartment/Unit and is now willing to enter into this Allotment on the terms and conditions appearing hereinafter.

The Builder

Allottee(s)

STANDARD TERMS & CONDITIONS OF ALLOTMENT LETTER

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

1. That at the time of booking of Apartment/Unit it was made clear to the Allottee(s) that present FAR of the project is 2.75 and authority is likely to increase this by 0.75. Builder will finally construct the building at 3.50 FAR. The proposed and present layout, scheme & no. Of Apartment/Units and facility are clearly seen and understood by the Allottee's. Allottee's will not have any objection on increase of this FAR & density accordingly. Allottee's will also sign the required document & NOC as & when required by the builder or authority That as per the Layout Plan is envisaged that the apartment on all floors are independent Apartments with impartable and undivided share in the land area underneath the said tower. The Allottee(s) shall not be permitted to construct anything on the terrace. However, the builder shall have the right to explore the terrace in case of further any change in the FAR, carry out construction of further apartment in the eventuality of such change in the FAR beyond 3.5. However, if as a result thereof, there is any change in boundaries or area of the said Apartment, the same shall be valid and binding on the Allottee(s).
2. That saving and excepting the particular Apartment allotted, the Allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartments, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, basements, parking spaces {owned the allottee(s) can get absolute title in respect of what has been allotted by an agreement to Allottee(s)} or tot-lots, space for public amenities, shopping centres or any other space not allotted to him/her/them, which shall all remain the property of the Builder for all times unless the Builder decides to dispose them off subject to easement right of the Allottee(s), as mentioned hereinafter and the Builder can lease out the vacant apartments or the complete block of the apartments as a whole or in part to one or more persons(s)/company(ies)/institution(s) whosoever for short term or long term.
3. That it is in the full knowledge of the Allottee(s) that in regard to the areas of Greater Noida West (formally known as Noida Extention) , matters like land acquisition, compensation to the farmers etc are still pending adjudication before the Hon'ble Supreme Court of India. The matters shall be decided by the Hon'ble Supreme Court in due course of time and shall be binding to all – Allottee (s), Builder and concerned authority. The Builder shall not be responsible for any future change/consequences resulting from the order of the Supreme Court whenever it comes. It is also agreed by the Allottee(s) that in case any financial liability is imposed on the Builder by the concerned authority by virtue of the order of the Supreme Court, then the said liability shall be borne by all Allottee(s) of the project on pro rata basis as per their saleable area of their unit .
4. Saleable Area of the said Apartment/Unit includes the entire area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/Units which form integral part of said Unit and Common areas shall mean all such parts / areas in the entire said Complex which the Allottee shall use by sharing with other occupants of the said Complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, mummies, services areas including but not limited to, lift area, machine/pumping set room, security, fire control rooms, maintenance offices / stores, guards Cabin etc., if provided.

The Builder

Allottee(s)

NIRALA ASPIRE @ GH-03, SEC-16 , GREATER NOIDA(WEST) Flat No.:

5. That the Allottee(s) has/have also agreed to abide by all the rules, regulations, terms and conditions, bye-laws of the GNIDA as well as of the Government orders/ Notifications/ GNIDA Policy issued from time to time.
6. That the Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed that the Builder may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Builder, the Government/GNIDA, any other Local Authority or Body having jurisdiction. Any alteration/modification resulting in $\pm 3\%$ in the Carpet area of the Apartment, there will be no extra charge/claim by the Builder/Allottee(s). However, any major alteration/modification resulting in more than $\pm 3\%$ change in the Carpet area of the Apartment, any time prior to and upon the possession of the Apartment, the Builder shall intimate to the Allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him/her/them and the Allottee(s) agrees to inform the Builder in writing his/her/their consent or objection to the Builder within 30 days from the date of such notice failing which the Allottee(s) shall be deemed to have given his/her/their full consent to all the alterations/modifications. If the Allottee(s) give his/her/their non-consent/objection then the Allotment shall be deemed to be cancelled and the Builder shall refund the entire money received from the Allottee(s) without making/paying any deduction there from and interest thereon.
7. That any request for any change in construction of any type in the apartment from the Allottee(s) will not be entertained.
8. That any type of encroachment/construction in the entire Complex including roads, lobbies, roof etc. will not be allowed to the Apartment owner/association of the Apartment owners.
9. That the contents of each Apartment along with the connected structural part of the building shall be insured by the Allottee(s) at his/her/their own cost against the fire, earthquake etc. The Builder after handing over the possession of a particular Apartment shall in no way be responsible for safety, stability etc. of the structure. The Allottee(s) will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
10. The Allottee(s) shall not make any additions or alterations in the said Apartment/Unit of whatever nature which may affect the other Apartment/Unit or common areas and the structure of the complex. The Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
11. That the Carbon Credit Benefit arisen, if any, in the project can be redeemed by the Builder.
12. That both the parties have agreed that the cost development and construction of the said Apartment/Unit is escalation free, save and except increases, which the allottee(s) agree to pay due to increase in Apartment/Unit area, IFMS, Service tax, GST, Electric meter installation charges and any increase in, Trade Tax and any additional levies of Rates, Taxes, Charges, Compensation to the farmers, Cess and Fees etc. as assessed and attributable to the Builder as a consequence of order from the Government/GNIDA/Statutory or other local authority(s). If any provision of the existing and future laws, guidelines, directions etc., of any government or the competent authorities is made applicable/or changes in existing provision to the said flat/said complex subsequent to the booking requiring the builder to provide the pollution control devices, effluent treatment plant(STP)/water harvesting system or additional fire fighting equipments etc in the said

The Builder

Allottee(s)

NIRALA ASPIRE @ GH-03, SEC-16 , GREATER NOIDA(WEST) Flat No.:

complex, then the cost of such addition devices, equipment etc., shall also be born and paid by the allottee(s) pro-rata basis.

13. That the schedule of instalments under Payment Plan shall be final and binding on the Allottee(s). It is made clear that timely payment is the essence of this Allotment. If any payment is delayed beyond the scheduled time frame it will entail interest @10% per annum. on the payment delayed. And if the same remains due for more than 45 days in that case allotment shall stands cancelled automatically without any notice or correspondence. In exceptional circumstances, the Builder on request of the Allottee(s) or on its sole discretion may condone the delay in payment by charging interest @10% per annum. In the event of the Builder waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter Allottee(s).
14. That if for any reason the booking of the Apartment/unit is cancelled by the Allottee(s) or the Builder (with proper reasons) or in the event of failure of the Allottee(s) to perform his/their obligation or to full fill all the term and conditions set out in this Allotment, the Allottee(s) hereby authorise the builder to forfeit the 10%(Earnest Money) of the cost of Apartment together with any interest on installments, interest on delayed payment due and paid by him and Allotment of the said Apartment/Unit stand cancelled and balance amount if any will be paid without any interest, after sale of particular Apartment/Unit surrender of the all original documents and after completion of certain formalities by the Allottee(s).
15. That if due to any reason the builder is not in a position to allot the unit applied for, the builder shall be under obligation to consider some other alternative unit with almost same specification however option shall be given to choose out of the available option within the same project in the event of force majeure clause.
16. That if for any reason, whether within or outside the control of the Builder, the whole or part of the Scheme is abandoned or a particular unit is omitted, no claim will be preferred, except that money received from the Allottee(s) will be refunded in full, without interest.
17. THAT in case the Allottee(s) wants to avails loan facility from financing bodies or his employer to facilitates the purchase of the Apartment/Unit, the builder shall facilitates the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the allottee(s) only. The responsibility of getting loan sanctioned and disbursed as per the builder payment schedule will rest exclusively on the Allottee.
18. It is hereby agreed, understood and declared by and between the parties that the Builder may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/apartment in the said Project/Complex. However, the Sub Lease Deed in respect of Apartment in favour of Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
19. That the Allottee(s) confirm that all payments made towards Allotment of Apartment/Unit have accounted for in this letter of Allotment. Allottee(s) further declare that he/she/they shall makes all future payments on time through account payee cheque/DD/P.O. in favour of M/s. Nirala Housing Pvt. Ltd., against booked Apartment/unit and will take the proper receipt for the same and in case the payment is made other then builder, Allottee(s) will be solely responsible and liable for the said payment.

The Builder

Allottee(s)

NIRALA ASPIRE @ GH-03, SEC-16 , GREATER NOIDA(WEST) Flat No.:

20. That substitution /addition in the name of the allottee shall be allowed on such terms and conditions as it may deem fit including payments of administrative charges etc. Any change in name (including addition / deletion) of the Allottee will be deemed as substitution for this purpose.
21. That until a sub lease deed is executed & registered, the Builder shall continue to be the owner of the Apartment and also the construction there on and this Allotment shall not give to the Allottee (s) any rights or title or interest therein even though all payments have been received by the Builder. The Builder shall have the first lien and charge on the Apartment for all its dues that may/become due and payable by the Allottee(s) to the Builder. It is further clarified that the Builder is not constructing any Apartment as the contractor of the Allottee(s), but on the other hand the Builder is constructing the Complex as its own and the sale will be affected after the actual construction/finishing of the Apartment by the execution of sub lease deed. If any dispute aroused in future or prospective day the same will be brought under performance of contract.
22. That the Allottee will be entitled to take physical possession of the said unit only after the entire amount payable under this Allotment are paid and the Sublease Deed in respect of the said Unit is executed and duly registered with the Registrar / Sub-Registrar concerned.
23. It is hereby agreed, understood and declared by and between the parties that a Sub Lease Deed shall be executed and registered in favour of the Allottee(s) after the Apartment/unit has been finally constructed at the site, after receipt of total sale consideration and other charges agreed herein by the Builder. The other connected expenses i.e. cost of Stamp Duty for registration of the Sub lease deed/Registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges shall be borne and paid by the Allottee(s). The Allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation of the Apartment for the stamp duty.
24. Since it is a large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Allottee(s) must take the possession of his/her/their own Apartment/Unit as soon as it is made available for possession.
25. That the construction of the Complex is likely to be completed as early as possible subject however, to force majeure circumstances, regular and timely payments by the Allottee(s), availability of building material, any dispute with the contractor, change of laws by Governmental/local authorities etc., no claim by way of damage, compensation shall lie against the Builder in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Builder.
26. That the Builder shall offer possession of the Apartment/Unit on or before _____ after getting part OC/CC from the concerned Authority. In case of any delay in construction of the said Flat beyond this date and which is not due to reason explained in clause No. 25 above, the Builder agrees to pay a delay penalty at the rate of 10% p.a on the total amount received as on date of offer of possession for the period of delay to the Allottee. The said delay penalty shall be paid /adjusted at the time of final demand. It is also agreed that the payment of penalty is subject to the regular and timely payments of all installments as due and payable by the allottee(s) towards the sale consideration amount of the said apartment/unit to the builder.
27. That in case the Allottee(s) fails to take possession of Apartment within 15 days from the date of issue of offer of possession letter as per clause no. "26", 10% p.a of the total amount received as

The Builder

Allottee(s)

NIRALA ASPIRE @ GH-03, SEC-16 , GREATER NOIDA(WEST) Flat No.:

on date will be charged for the delay up to two months " from the date of expiry of said 15 days .
That in case the Allottee(s) fails to take possession of Apartment even after delay of two months from the date of issuance of the possession letter - his/her/their booking of Apartment shall be treated as cancelled, without any further notice, and the amount received shall be refunded without any interest after forfeiting amount equivalent to 10% of cost of Apartment as per Company's terms and conditions.

28. That All taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the Allottee(s) from the date hereof or date of possession or deemed dated of possession declared by the Builder, whichever is earlier.
29. That after taking possession of Apartment the Allottee(s) shall have no claim against the Builder as regards quality of work, material, pending installation, area of Apartment or any other ground whatsoever.
30. That the Allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Apartment, as the case may be or at any time thereafter, have no objection to the Builder constructing or continuing with the construction of the remaining structures in the Project or other buildings adjoining the Apartment sold to the Allottee(s).
31. That the Company will hand over the vacant physical possession of the booked Apartment/Unit to the Allottee(s) with such specification, which is mentioned in the Allotment Letter.
32. That the Allottee(s) shall after possession comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/Water Commission/any other rules and regulations laid down by State of U.P. or any other competent authority.
33. That the Allottee(s) will pay Interest Free Maintenance Security Deposit (IFMS) to the builder/nominated agency/RWA at the rate as decided of Saleable area, at the time of offer of possession/offer of possession for fit out period .
34. That the Allottee(s) has/have to sign the standard maintenance agreement and to pay monthly Maintenance Charges or advance Maintenance Charges for 2 years & Sinking Fund for 1 year at the time of offer of possession as decided by the builder/nominated agency/RWA.
35. That the builder shall charge FTTH connection charges and FTTH security charges, PNG infrastructure development charges and PNG security charges, Water & Sewer Charges (including STP/Effluent Treatment Plant Charges) at the time of offer of possession/offer of possession for fit -out period.
36. That the Interest Free Security Deposit given by the allottee(s) to the Builder or nominee of the Builder is refundable to the Allottee(s)/Resident Welfare Association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RWA of the Complex after adjusting there from any outstanding bills and/or other outgoings of the Allottee(s) and thereupon the builder shall stand completely absolved/discharged of all its obligation and responsibilities concerning the maintenance and IFMS including but not limited to issue of repayment, refund/or claims, if any of the Allottee(s) on account of the same. At the time of handing over of maintenance of the Project/Complex the charge over the following will be handed over to the RWA:

—
The Builder
—

Allottee(s)

NIRALA ASPIRE @ GH-03, SEC-16 , GREATER NOIDA(WEST) Flat No.:

- a. All existing lifts, corridors, passages, parks underground & overhead water tanks, fire fighting equipment with motors and motor room.
- b. Security gates with intercom, lift rooms at terrace without terrace right.
- Note: Open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking spaces {excepting what has been allotted by an agreement to Allottee(s)} or tot-lots, space for public amenities, shopping centres or any other space will remain the property of the Builder.
37. That the rate for Electricity and Power back up consumption charges and Fixed Charges (payable in case of minimum/non-usage of electricity and power back-up) payable as pre-paid system by the Allottee(s) to the Builder, will be decided by the Builder.
38. That the Maintenance Charges, Power back-up charges, fixed charges for electricity and power back-up, city level maintenance charges will be deducted through prepaid electric meter system.
39. That Builder shall get single point electric connection for the complex from the Paschimanchal Vidyut Vitran Nigam Limited or any other concerned Authority and will be distributed through separate meters to the Allottee(s) through prepaid system. The Allottee(s) will get the electric connection on payment of electric meter installation charges, as decided by the builder at the time of offer of possession/offer of possession for fit out period.
40. That the Allottee(s) can also avail additional power back-up facility over and above 1 kva (which is mandatory) and notify his/her/their requirement at the time of booking in application form. He/She/They will pay charges as applicable for power back up installation charges at the time of booking. The Allottee(s) may kindly ensure to have given consent in writing at the time of application as no request for enhancement of power back up shall be entertained later on. The per unit charge for the power back up (i.e. running cost of the DG set) shall, however, be decided at the time of offer for possession/offer of possession for fit out period.
41. The Cars/Scooters/two wheelers/cycles will be parked within the same parking space allotted to the Allottee(s). A separate Agreement for the Allotment of the car parking will be executed between Builder and the Allottee(s) at the time of offer of possession/offer of possession for fit out period. One car parking subject to availability is mandatory. No car/vehicle parking is allowed inside the Complex except those, who have reserved the car parking space.
42. That the Allottee(s) 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(s) 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.
43. That the Allottee(s) consents that he/she/they will have to allow sweepers/maintenance staff to enter in his/her/their apartment/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her/their Apartment or any other Apartment.
44. That the Allottee shall become member of recreational in-house Club and shall pay the charges/fee regularly, as may be applicable. The Club shall be managed by the builder and / or its nominee party as the case may be. The Developer has full right to give club on lease/rent basis to Allottee or any other 3rd party/outsider for utilization.

The Builder

Allottee(s)

NIRALA ASPIRE @ GH-03, SEC-16 , GREATER NOIDA(WEST) Flat No.:

45. That the Allottee(s) is aware that various apartment are being allotted to various persons. 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, to crowd the passages or to use it for any illegal or immoral purpose.
46. That the Allottee(s) shall get his/her/their complete address registered with the Builder at the time of booking and it shall be his responsibility to inform the Builder by registered A/D letter/courier about subsequent change, if any, in his/her/their address, failing which all demand letters/notices and letters posted at the first registered address will deemed to have been received by him/her/them at the time when those should primarily reach and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
47. In case there are joint allottees all communication shall be sent by company to the allottee whose name appears first and at the address given by him/her for mailing and which shall be for all purposes be considered as served on all allottees and no separate communication shall be sent to the other named allottees to which second/other allottees will not raise any objection for the same.
48. That the administrative charges will be charged in the case of transfer, the charges will be charged as per the company norms and as per the prevailing rate at that point of time.
49. That in case of NRI/Foreign National Allottee(s) the observance of the provision of the Foreign Exchange Management Act 1999 and any other law as may be prevailing shall be responsibility of the Allottee(s).
50. That, if any provision of this Allotment is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Allotment and to the extent necessary to confirm to applicable law and the remaining provisions of this Allotment shall remain valid and enforceable in accordance with other terms. It shall not render this Allotment void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Allotment, the terms and conditions contained in this Allotment shall prevail and be binding on both the parties.
51. That the said Complex shall always be known as "NIRALA ASPIRE". and this name shall never be changed by the Allottee or anybody else.
52. That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been modified and read suitably whenever Allottee is a joint stock Developer, a or any other body corporate or organization or an association.
53. In the event of any dispute whatsoever arising between the parties in any way connected with the Allotment of the said apartment, the same shall be referred to the sole arbitration of a person to be appointed by the 'BUILDER', The Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in the city of Noida, (U. P), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and/or

The Builder

Allottee(s)_____

NIRALA ASPIRE @ GH-03, SEC-16 , GREATER NOIDA(WEST) Flat No.:
concerning this Allotment.

Declaration: I/we have fully and understood the above mentioned terms and conditions and do hereby agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us.

For Nirala Housing Pvt. Ltd.

(Authorised Signatory)

Allottee(s)

- (1) _____
- (2) _____
- (3) _____

WITNESSES:

- 1. _____
- 2. _____
- _____

The Builder

Allottee(s)

DRAFT

Specification

Flooring	<ul style="list-style-type: none"> • Vitrified tiles 2'X2' in Drawing Room, Kitchen and all Bedrooms • Ceramic tiles in Servant Room, Bathrooms and Balconies
Wall & Ceiling Finish	<ul style="list-style-type: none"> • walls & ceiling with OBD
Kitchen	<ul style="list-style-type: none"> • Granite working top & stainless steel sink • 2'-0" dado above the working top by ceramic tiles
Toilets	<ul style="list-style-type: none"> • Ceramic tiles on walls up to door level • Standard sanitary ware • Standard CP fittings
Door & Windows	<ul style="list-style-type: none"> • Outer doors & windows aluminum powder coated • Internal door-flush door with enamel paint • Main entry door frame of hard wood with enamel painted flush door
Electrical	<ul style="list-style-type: none"> • Wire in PVC conduits with MCB supported circuits (ISI Marked)/ equivalent and adequate number of points and light points on the ceiling/wall
TV & Telephone	<ul style="list-style-type: none"> • Provision for DTH connection/intercom facilities
Power Backup	<ul style="list-style-type: none"> • DG power back-up for all common areas • DG power back-up available to individual on paid basis
Security System	<ul style="list-style-type: none"> • Secured gated community with the provision of intercom
Lift Lobby	<ul style="list-style-type: none"> • Passenger elevators • Lift lobby floor-combination of stone & tile
Notes	<ul style="list-style-type: none"> • Specification is indicative and may be change if material is not available easily or on sole discretion of the builder. • The color and design of the tiles and motifs can be changed without any prior notice. • Variation in the color and size of vitrified tiles/granite may occur. • Variation in the color & design on main door/flush door may occur.

The Builder

Allottee(s)

Endorsements

Transferor

I/we hereby assign all the
rights and liabilities under this
Allotment in favour

Transferee

I/We hereby accept that the
offer of possession/offer of
possession for fit out period shall
be handover on or before
_____ from the date of
transfer of ownership in my /our
favour and all the rights and
liabilities under this Allotment
assigned in my/our favour by

The Above transfer is hereby confirmed.

For Nirala Housing Pvt. Ltd.

Authorized Signatory

Date:

Transferor

I/we hereby assign all the
rights and liabilities under this
Allotment in favour

Transferee

I/We hereby accept that the
offer of possession/offer of
possession for fit out period shall
be handover on or before
_____ from the date of
transfer of ownership in my /our
favour and all the rights and
liabilities under this Allotment
assigned in my/our favour by

The Above transfer is hereby confirmed.

For Nirala Housing Pvt. Ltd.

Authorized Signatory

Date:

Transferor

I/we hereby assign all the
rights and liabilities under this
Allotment in favour

Transferee

I/We hereby accept that the
offer of possession/offer of
possession for fit out period shall
be handover on or before
_____ from the date of
transfer of ownership in my /our
favour and all the rights and
liabilities under this Allotment
assigned in my/our favour by

The Above transfer is hereby confirmed.

For Nirala Housing Pvt. Ltd.

Authorized Signatory

Date:

The Builder

Allottee(s)

FORM -"B"
(See Rule 6)

Undertaking by the person acquiring apartment Under Section 10(b) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010

Office of the Competent Authority at The Greater Noida Industrial Development Authority

I/We, Mrs. _____ R/o. _____
_____, have allotted apartment no. _____, in the NIRALA ASPIRE, by way of purchase or otherwise or taking lease of an Apartment from M/s. Nirala Housing Pvt. Ltd., Regd. office 1113, 11th Floor, Kailash Building, Plot No.26, Kasturba Gandhi Marg, New Delhi-110001 & having it's Corporate Office at H-121, Sector-63, Noida-201301

I hereby undertake to comply with the covenants, conditions and restrictions subject to which said apartment was owned by the aforesaid M/s. Nirala Housing Pvt. Ltd. before the date of transfer.

Further I shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010

(Signature of Main Allottee)

(Signature of Co-Allottee)

In presence of:-

(1) _____

(2) _____

DRAFT

To,
The Director,
Nirala Housing Pvt. Ltd.,
GH-03, Sector-16, Greater Noida West, UP,

Subject: Consent letter in regard to the said booking for the Group Housing project "NIRALA ASPIRE".

I/We have allotted a residential unit in the above mentioned project being developed by M/s. Nirala Housing Pvt. Ltd., having their registered office at 1113, 11th Floor, Kailash Building, Plot No.26, Kasturba Gandhi Marg, New Delhi-110001. The layout, building plan of the said project which is sanctioned by the Greater Noida Industrial Development Authority (GNIDA) vide letter dated 12.09.2013 has been understood by me/us.

I/We also acknowledge that due to unforeseen reasons or due to changes in policies of the concerned Authority/Govt., the Developer may undertake changes in the layout / building plan of the said project. I/We ,therefore, give my/our consent, in terms of Chapter II, Section4(4) of U.P. Apartment Act,2010, that in case the concerned Authority/Govt. allows additional Floor Area Ratio/Density of whatsoever nature, at any time then the developer shall be fully entitle to use the same in the manner as prescribed by the concerned Authority/Govt.

I/We shall have no objection to the revised layout/building plan and changes in percentage of undivided interest in the common areas and facilities. I hereby give my consent for the proposed revised layout plan (if any).

Thanking you,

(Allottee/s)