

**G. B. Buildwell Pvt. Ltd.**



**ALLOTMENT LETTER**

This Allotment Letter is made and executed at Lucknow on this \_\_\_\_\_ Between  
**M/S. G.B. BUILDWELL PRIVATE LIMITED** a Company incorporated under the Companies Act, 1956  
having its corporate office at 401, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow.

Lucknow, through its authorized signatory Sri/Smt. \_\_\_\_\_

Duly authorized vide Board's resolution dated \_\_\_\_\_, who has been authorized by

the Board of Directors of the company, vide board resolution dated \_\_\_\_\_, to  
sign and execute this allotment letter (hereinafter referred to as the 'Company' which expression  
shall *unless* repugnant to the context or meaning thereof, mean and include its successors-in-  
interest and assigns) of the ONE PART.

**AND**

1. Shri \_\_\_\_\_ son/wife/daughter of Shri \_\_\_\_\_ Resident of \_\_\_\_\_

JOINTLY WITH\*

2. Sri/Smt./Km. \_\_\_\_\_ son/wife/daughter of Sri \_\_\_\_\_

\_\_\_\_\_ Resident of \_\_\_\_\_  
(hereinafter singly or jointly as the case may be referred to as the "Allottee/s") which expression  
shall *unless* repugnant to the context or meaning thereof, mean and include his/her/their  
respective legal heirs, legal representatives, administrators, executors and assigns) of the OTHER  
PART.

**OR**

M/s. \_\_\_\_\_ a partnership firm, duly constituted under the Indian  
Partnership Act, 1932, having its office at \_\_\_\_\_  
Acting through its partners viz :

1. Sri/Smt./Km. \_\_\_\_\_ son/wife/daughter of Sri \_\_\_\_\_

\_\_\_\_\_ Resident of \_\_\_\_\_

**For M/s. G.B. Buildwell Pvt. Ltd.**

Authorized Signatory

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Allottee/s

**G. B. Buildwell Pvt. Ltd.**



2. Sri/Smt./Km. \_\_\_\_\_ son/wife/daughter of Sri \_\_\_\_\_

\_\_\_\_\_ Resident of \_\_\_\_\_

(Hereinafter referred to as the "Allottee/s" which expression, unless repugnant to the context or meaning thereof, shall mean and include its present partners or the partner(s) who may be admitted subsequently, and their respective legal heirs, legal representatives, administrators, executors and assigns) of the OTHER PART.

OR

M/s. \_\_\_\_\_ a company incorporated under the Companies Act, 1956

having its registered office at \_\_\_\_\_

acting through its authorized signatory Sri/Smt. \_\_\_\_\_

Duly authorized vide Board's resolution dated \_\_\_\_\_, who has been authorized by

the Board of Directors of the company, vide board resolution dated \_\_\_\_\_, to sign and execute this allotment letter (hereinafter referred to as the 'Allottee' which expression shall *unless* repugnant to the context or meaning thereof, mean and include its successors-in-interest and assigns) of the OTHER PART.

(Company and Allottees are individually referred to as "Party" and collectively referred to as "Parties".)

For M/s. G.B. Buildwell Pvt. Ltd.

Authorized Signatory

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Allottee/s

**G. B. Buildwell Pvt. Ltd.**



## **ON RUPEES 100 NON JUDICIAL STAMP**

THIS STAMP PAPER IS ATTACHED WITH THE DEED OF AGREEMENT / ALLOTMENT IN CONNECTION WITH FLAT NO \_\_\_\_\_ on \_\_\_\_\_ Floor, Block \_\_\_\_\_, AT GALAXY HEIGHTS, M/S G.B BUILDWELL PRIVATE LIMITED, 401, Eldeco Corporate Tower, Vibhuti Khand, Gomti Nagar, Lucknow (U.P)

**WHEREAS**

1. That the recitals, annexure /and schedules to this agreement shall form an integral part of this Agreement.
2. In this Agreement, unless the context otherwise requires :
  - Heading are for convenience only and shall not affect interpretation.
  - Words denoting the singular number shall include the plural and vice versa.
  - Words denoting any gender shall include all gender.
  - Words denoting persons shall include bodies of persons and corporation and vice versa.
  - Where a word or phrase is defined, other part of speech and grammatical forms of that word or phrase and cognate expressions shall have corresponding meaning.
  - Reference to any Party shall include the party's successors and permitted assigns.
  - Documents executed pursuant to this Agreement-form part of this Agreement.
  - Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and writing all means of reproducing words in a tangible and permanently legible form.
  - Reference to this Agreement to 'Recitals' and 'Clauses' are to the recitals and clauses of this agreement.
  - If there is any conflict in interpretation of two or more clauses of this Agreement, same shall be interpreted harmoniously.
- A. The company is developing a Residential Group Housing namely GALAXY HEIGHTS located at plot No. 4A/GH-2, Vrindavan Yojana, Rai Bareilly Road, Lucknow total admeasuring 5269.18 sq mt only (hereinafter defined as "Project"). The Project is being developed by the Company on a freehold land as per the plan approved by Uttar Pradesh Avas Evam Vikas Parishad, the prescribed authority.
- B. The Allottee/s has/have applied to the Company for the allotment of a Flat in the Project voluntarily without any undue influence or dominance from the company and with full knowledge of all laws/notifications and rules applicable to the purchase and acquisition of immovable properties in India and the arrangement pertaining to the said property as is explained by the company and understood by him/them.
- C. The Allottee/s has/have been provided by the Company all the relevant information, documents, approvals, permissions, license, plans, lay out site map and such other credentials with respect to the ownership, right, interest, competency and the basic infrastructure facilities to be provided in the Project. The Allottee/s has/have confirmed that he/she/they have examined the said documents, plans, site map etc. and is/are fully satisfied in all respect with regards to the rights, title and interest of the Company in the land on which the Project is being developed and have understood all limitations and obligations of the Company in relation to the Company.
- D. The Allottee/s has/have confirmed to the Company that he/she is entering into this Agreement with full knowledge of all the Laws, Rules, Regulations, Notifications etc. Applicable to the Project and in particular, of the terms and conditions of allotment of the said Flat by the Company and that he/she/they have clearly understood his/her/their rights, duties, responsibilities, obligations under each and all of the clauses of the Agreement. The Allottee/s has / have relied solely on his/her/their own judgment while deciding to execute this Agreement.

**For M/s. G.B. Buildwell Pvt. Ltd.**

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Allottee/s

**G. B. Buildwell Pvt. Ltd.**



- E. The Company is relying on the confirmations, representations and Assurance of the Allottee/s to faithfully abide by all the terms and conditions and stipulations contained in this Agreement, has/have accepted, in good faith, its application to allot said Flat in the Project on the terms and condition appearing hereinafter.
- F. It is only after Allottee/s sign/s and execute/s the Allotment Certificate & Agreement then the allotment, shall become final and binding upon the Company. If, however, the Allottee/s fail/s to execute and return one copy of this Agreement within 30 days from the date of its dispatch by the Company, then the allotment shall be treated as cancelled only at the sole discretion of the Company and the Earnest Money (defined hereafter) paid by Allottee/s, shall stand forfeited. Further, this Allotment shall be automatically cancelled, if the booking amount Cheque is not realized on its presentation with Bank. Further if the cheque given by the allottee bounces or is returned because of the default of the allottee, the allottee will have to bear the charges for the same.
- G. The allottee(s) understands and herein states that, the company reserves all its rights to assign all or any of its rights/obligations towards development and construction of the aforesaid project in favour of any Group company or Associate Company or a Subsidiary Company or a special purpose vehicle to be formed/formed for the purpose of execution of the said Project. The allottee(s) further understands that, with effect from date of assignment, all the letters and correspondence exchanged with the allottee(s) including the monies paid there under shall automatically stand transferred in the name of such new Company without any alterations in the original terms and conditions of Allotment of the said Project. In the event Allotment Letter or other necessary documents will be executed by the Assignee Company with the Allottee(s). The Allottee(s) shall continue to perform all their obligations towards such Assignee Company in accordance with terms and conditions mentioned hereof.

**For M/s. G.B. Buildwell Pvt. Ltd.**

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Allottee/s

**NOW THEREFORE, THIS AGREEMENT IS WITNESTH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN PARTIES HERETO AS UNDER:**

**A. DEFINITIONS**

- a) **"Basic Infrastructure Work"** shall mean the internal roads connecting to the public road, provisions of Sewer line/Water supply line/Electricity line/Storm water drains outside the said Flat.
- b) **"Common Areas"** includes the corridors, staircase, Lift, Parking area, internal roads, utility corridor, landscaping, greenery and green spaces to be provided by the Company in the Project as per the sanctioned lay-out.
- c) **"Chowkidar /safe keeping charges"** means the charges towards guarding their said Flat against encroachment/trespassing by the third party (ies), in case Allottee/s fails to take actual and physical possession of the said Flat after expiry of 30 days from the date of offer of possession. It does not include guarding or safekeeping of fitments and materials used in the said Flat.
- d) **"Project"** means Residential Group Housing developed by the Company situated at plot no.4A/GH-2, Vrindavan Yojana, Rai Bareilly Road, Lucknow total admeasuring 5269.18 Sq mt) duly approved from Uttar Pradesh Avas Evam vikas Parishad, the prescribed Authority.
- e) **"Earnest Money"** means an amount equivalent to 5% of the Basic Price of the said Flat.
- f) **"Holding Charges"** means the administrative expenses of the Company to hold the said Flat, if the Allottee/s fail/s to take the actual and physical possession of the said Flat after expiry of 30 days from the date of offer of possession.
- g) **"Preferential location"** means Flats facing or abutting green areas or lower floors.
- f) **"Person"** means any individual, Company, Corporation, partnership, Government or governmental authority or agency or any other legal entity.

**B. FLAT DETAILS**

Flat No: \_\_\_\_\_ on \_\_\_\_\_ Floor, Block/Tower \_\_\_\_\_, Type of Flat \_\_\_\_\_ Super Built Area \_\_\_\_\_ Sq. Ft.

**C. COST OF FLAT :**

As Per Schedule of Payment Attached Hereunder.

**D. PAYMENTS**

- 1.
  - a) The Allottee(s) agrees that he shall pay the price of the said Project and other charges calculated on the basis of super area which shall means the covered area of the said Project including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lifts, etc. and half the area of common walls with other premises which forms the part of said unit and the common areas shall be all such areas in the entire said Project which Allottee shall use by sharing with other occupants.
  - b) Timely payment as indicated in the payment plan is the essence of the allotment. If any installment/payment as per the schedule is not paid when it becomes due, the Company will

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charge interest @18% p.a on the delayed payment for the period of delay, however, if the same remains in arrear for more than two consecutive installments (in case of installment plan) or it remains in arrear for more than 30 days (in case of Down Payment), the allotment will automatically stand cancelled without any further intimation to the allottee/s. The allottee/s shall have no lien on the said Flat. In such a case, amount deposited up to 5% of the Basic Sale price of the said unit, constituted the Earnest Money shall stand forfeited and the balance amount paid, if any, will be refunded without any interest / compensation. However, without prejudice to the Company's rights as aforesaid, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in the payment exceeding three months by charging penal interest @ 18% p.a. on the delayed amount for the delayed period along with restoration charges as per the Company policy and restore the allotment of the said Flat in case said Flat has not been reallocated to someone else. In such a situation, an alternate Flat, if available, may be offered in lieu of the same.

- c) It is clarified that in default case, if part payment is received from Allottee/s, such payment will be first adjusted against the interest on delayed payment till date and then, sequentially against the earliest payment due. If after such adjustment, there still remains some default of more than 3 months, it will be a fit case for cancellation of the allotment.
- d) The refund after deduction of the Earnest Money shall be out of the sale-proceed from the re-allotment of the said Flat. If for any reason, the re-allotment or the collection of the consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delay from the Allottee/s.
- e) The Basic sale Price of the said unit firm, save and except increases, which the allottee(s) hereby agrees to pay due to any exorbitant increase in the cost of construction material or cost, increase in super-built up area, increase in height, increase in cost of external development, infrastructure development charges, Government rates, taxes, cesses, service tax, Freehold Charges (if applicable) etc. and/or any other cost/charges which may be levied or imposed by the Government/Statutory authorities from time to time.

2.

- a) For the Flats of preferential location. Preferential location charges (herein after referred to as "PLC") as applicable, shall be payable by the Allottee/s.
- b) The Allottee/s has/have specially agreed that if due to any change in the layout plan, the said plan ceases to be in a preferential location, the Company shall be liable to refund only the amount of PLC paid by the Allottee/s without any interest, damages and /or compensation and such refund may be adjusted in the last installment as stated herein in the payment plan. If due to change in the layout plan, the said Flat becomes located at Preferential Location, then the Allottee/s shall be liable to and agree to pay as demanded by the Company additional PLC as applicable.

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Allottee/s

3. The Allottee/s understand/s and agree/s that in case he/she/they, at any time request for cancellation of the of the allotment of the said Flat, the Company shall have right at its sole discretion to accept/reject request for cancellation. It is further understood and agreed hereto that any such cancellation shall be subject to forfeiture of the Earnest Money and the balance, if any, be refunded without any interest, claim etc. provided that the basic price of said Flat (as applicable then), upon its re-allotment to any person is received. If for any reason, the re-allotment or the collection of the consideration out of such re-allotment is delayed, the refund will be accordingly delayed without any claim towards interest for such delayed period from the Allottee.
4. In case, the Allottee/s want/s to avail a loan facility from his/her/their employer or financing body to facilitate the purchase of the said Flat, the Company shall facilitate the purchaser subject to the following:
  - a) The terms of the financing body shall exclusively be binding and applicable upon the Allottee/s only.
  - b) The responsibility of getting the loan sanctioned and disbursed as per Company's payment Schedule will 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 including procedural delay, the payment of the Company, as per schedule, shall be ensured by the Allottee/s, failing which, the Allotment shall be governed by the time provisions contained I Clause 1 as above.
  - c) In case of default in repayment of dues of the financial institution/agency by Allottee/s, the Allottee/s authorize/s the Company to cancel the allotment of the said Flat and repay the amount received till date after deduction of Earnest Money and interest on delayed payment directly to the financing institution/agency on receipt of such request from financing institution/agency without any request to the Allottee/s.
5. The electrification & meter charges etc. for supplying the electricity to the respective unit/flat shall be borne by the Allottee/s.
6. The documentation charges and legal charges for the purposes of booking/allotment /execution and registration of the sale-deed of the allotted unit/flat shall be borne by the Allottee/s.
7. Various governmental taxes and charges which may be imposed time to time shall be borne by the Allottee/s on pro rata basis.
8. Service tax on construction / development of the Project /said Flat will be separately and proportionally borne by the Allottee/s over and above Basic price.

**E. CONSTRUCTION OF FLAT**

1. The completion of the said Flat will be subject to Force Majeure Conditions (defined hereafter) and timely receipt of the entire cost & other payments as per the terms of the allotment. However, if the Allottee/s opt/s to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected.

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Allottee/s



2. In case, the said Flat is omitted due to change in the plan or the Company is unable to allot or handover the same to the Allottee/s for any reason, whatsoever, beyond its control, the Company may offer an alternative Flat approximately of the same type/specification and in the event of non-acceptability by the Allottee/s or non-availability of alternative Flat, the Company may refund only the actual amount received from the Allottee/s till then and shall not be liable to pay any damages/compensation or interest to the Allottee/s whatsoever. The Allottee/s irrevocably agrees not to raise any dispute/demand/claim against the Company on account of it not providing the said Flat or alternate Flat.
3. The final super area of the said Flat will be intimated after finally physical measurement. Super Area of the said Flat may increase, even without any changes in the design/dimensions of the Flat shown in the sale brochure, due to technical reasons. In case of verification of actual area vis-à-vis allotted area beyond 5%, the Company at its sole discretion will ensure necessary adjustments in the basic price, pro rata. If the area variation is within 5% of the originally allotted area, nothing shall become payable by either party.  
However only in case of variation exceeding 5% of the allotted super area, if shall have the option to get his/her/their allotment cancelled. This option will have to be exercised in writing within 30 days of intimation by the Company indicating his/her/their non consent/objections to such variations, the terms of refund as mentioned in Clause B (3) under headings "payments" will apply except forfeiture of Earnest Money.
4. The lay out plan in respect of the Project as shown in the sales literature may be revised at the discretion of the Company without any objection from the Allottee/s. The lay out plan may be revised due to technical, regulatory or any other reasons, and if due to the said revision, the location, boundaries, super built up area of the said Flat is changed, the Company shall be liable only for cost adjustment arising out of area variation as above mentioned and PLV adjustment.
5. The specifications as shown in the specification sheet are indicative only and that the Company may on its own provide additional/better/suitable specifications and / or facilities other than those mentioned in the specifications sheet or sale brochures due to any reasons like technical reasons or overall betterment of the Project/said Flat or reasons of non-availability . The proportionate cost of such changes will be borne by the Allottee/s and there shall be no objection or claim in this regard from the Allottee/s.

**F. POSSESSION**

- 1 .The upon completion of construction of the said Flat excluding finishing (defined herein below), the Company shall issue a written offer of possession /final demand notice (FDN) to the Allottee/s. Final finishing means & include painting (internal & external), polishing fixing of CP fitting, fixtures, fixing of flooring, cleaning etc. requiring about 60 days from its completion. It is understood and agreed by the Allottee/s that the final finishing of the said Flat will be subject to the full settlement of accounts and completion of all other procedural and documentary requirements envisaged herein.

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Allottee/s

2. (a) The possession of the said Flat will be given after execution of Transfer/Sale-deed, subject to (a) Force Majeure Conditions, and (b) payment of all the amounts due and payable by the Allottee/s up to the date of such possession including Lump Sum Deposit for Maintenance and stamp duty and other additional charges (as per schedule annexed) to the Company.

b) The Allottee/s has/have to make up to date payment of all dues within 30 days of written offer of possession or Final demand Notice (FDN). Further, the Allottee/s has/have to take possession of their said Flat within 30 days of the written offer of possession or Final Demand Notice (herein mentioned as "said period") from the Company failing which, the intending Allottee(S) shall be deemed to have taken possession of the said flat. In other words, possession of the said Flat shall become due on the date of expiry of said period (hereinafter referred to as "Possession Due Date"). The Allottee/s understand/s and agree/s that the Lump Sum Deposit for Maintenance and stamp duty and other additional charges (as per schedule annexed), as applicable, shall become due/payable effective from the Possession Due Date or the actual date of possession whichever is earlier, whether or not the Allottee/s take/s possession of his/her/their Flat.

(c) The Allottee/s understand/s and agree/s that in the event of his/her/their failure to take over the possession of the said Flat beyond 6 months from the Possession Due Date, then besides the levy of applicable holding charges, the Lump Sum Deposit for Maintenance and stamp duty and other additional charges (as per schedule annexed), the Flat will be handed over to the Allottee/s on "as is where is". The Allottee/s further agree/s not to raise any claim, dispute etc. in this regard at any time (present or future) whatsoever.

3. Upon the Allottee/s taking over the possession of the said Flat, the Allottee/s shall not raise any dispute and / or make any claim, whatsoever in respect of the said Flat against the Company and shall be entitled to the use and occupy the said Flat for residential purposes without any interference but subject to the terms and conditions, stipulations contained herein, provided the Allottee/s has/have cleared all dues and the sate/Transfer deed has been executed and registered in his/her/their favour.
4. The Allottee/s agree/s and understand/s to sign the standard format of possession document/s, maintenance Agreement etc. as and when called upon to sign by the Company and shall abide by its terms and conditions. The Allottee/s shall the Lump Sum Deposit for Maintenance and stamp duty and other additional charges (as per schedule annexed) under various heads mentioned herein shall become due immediately.
5. The possession date of the said Flat as agreed upon is only indicative and the Company may offer possession before that, and in case of early possession, the balance installment /s and other charge/s under various heads mentioned herein shall become due immediately.
6. The Allottee/s shall pay in respect of his/her/their said Flat all charges payable to various departments to the Company (as may be applicable) for obtaining service connections like electricity, telephone etc. including security deposits for sanction and release of such connections

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as well as service charges pertaining thereto as and when demanded or requisite. If the Company pays these similar charges in bulk to any public or private agency then, it shall be liable to recover the same on pro rata basis from the Allottee/s.

7. If the Company provides infrastructure for Broad band, Telephone, Cable TV etc., the company shall be entitled to recover the cost on pro rata basis from the Allottee/s.
8. The construction of the said Flat is likely to be completed within the period as given in price list of commencement of construction of the particular Block in which the said Flat is located i.e. \_\_\_\_\_ (date) with a grace period of 6 months subject to receipt of requisite building/revised building plans/other approvals & permissions from the concerned authorities. Force Majeure Conditions, restraints or restrictions from any Courts/authorities, non-availability of building materials, dispute with contractors/ work force etc. and circumstances beyond the control of the Company & also subject to timely payments by the Allottee/s in accordance with the terms hereinafter contained. In case, the project is delayed and the Company is not able to provide the possession on due date, the allottee shall provide at, first, 3 months grace time and thereafter, the Company shall be liable to pay the penalty for the delayed period @ Rs. 5/- per sq. ft. only per month.

**G. MAINTENANCE**

1. On completion of the structure work of said Flat and / or offer of possession or Possession Due Date (defined hereinbefore) of said Flat, whichever is earlier :
  - a) (i) On completion of the building/ allotted unit, until Possession Due Date , the Company shall give offer of possession and shall intimate the amount to be deposited as Interest free maintenance security for the maintenance and upkeep of infrastructure installation like lifts, water supply, firefighting system etc., Maintenance of infrastructure installation means cost of AMC & repairing of break downs.  
  
(ii) Maintenance of Infrastructure installation shall be done with the interest earned on Interest free maintenance security , and if interest earned on Interest free maintenance security falls short to the actual expenses incurred, additional demand on pro rata basis shall be raised by the Company or association, as the case may be.
  - b) (i) Apart of Interest free maintenance security, a monthly recurring Maintenance Charges (MRMC) proportionate to the area of unit shall be charged for the running of maintenance of common services and spaces of the complex like running of lift, like power consumption and cost of the liftman, supply of drinking water i.e. electric bill of water pumps and cost of pump operator, light in common areas (stairs) corridors, parking, parks etc.) i.e. electric bills and replacement/repairing of minor defects, cost of sweeper, garner, security personnel, maintenance of sewerage system or any other facility of common nature.  
(ii) The monthly recurring maintenance charges (MRMC) shall be payable from the date of Possession Due Date or offer of possession, whichever is earlier, irrespective of fact whether

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possession of Flat has been taken over or not. This shall be collected by post dated monthly cheques for an initial period of 3 years at the time of possession & in no circumstances; the Allottee/s shall stop payment of these P.D.C. (Post dated Cheques).

- c) It shall be incumbent on each Allottee to join this Association formed of with the support of Company for the purpose of maintenance and management of the complex at the time of taking over the possession of respective Flat/unit and to abide by the rules of the Association.
- d) Allottees/Occupants Association shall be formed within 24 months from the day of first possession. Initial office bearers shall be nominated by the Company for the minimum tenure of one year which shall be reckoned from the date of taking over the maintenance of the complex by the association.
- e) Company shall hand over the responsibility of the maintenance of the complex along with the Lumpsum maintenance deposit and balance PDC of MRMC (if any) within a period of 2 years from the date of first possession or minimum 40 % possession are being hand over, whichever is earlier and thereafter, Association shall maintain the complex and collect the additional amount (if any) from the Allottee/s for the smooth running and maintenance of the complex.
- f) Common services and appurtenant land of the Blocks by shall be transferred to the association. Spaces like unsold areas like parking, storage spaces etc. shall not be handed over to the association and will be owned by the Company or sold to any agency or individual, as the case may be, on the terms as the company deems fit.
- g) In no case the company shall maintain the complex more than 24 months from the date of first possession.
- h) (i) A recreation club shall be constructed and allottees/residents of the complex shall be patron member of the club for that Company shall charge Lump-sum Club membership fee from every allottee. Apart from the club membership fee, company shall be charging monthly subscription charges according to the monthly expenses incurred for the running of facilities provided by the Club.  
(ii) It shall be incumbent to all the allottee to become the member of the club and pay monthly subscription charges irrespective of the fact whether he/she is availing the club facilities or not.  
(iii) Monthly subscription charges shall be payable from the Possession Due Date or from the date of start of club facilities, whichever is later.  
(iv) The club shall remain the property of company/nominee & company shall offer membership of the club to outsiders also.

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2. The Allottee/s, upon offer of possession agree/s to enter into a maintenance agreement with the Company or any association owners or any other nominee/agency/association or other body as may be appointed/nominated by the Company (hereinafter referred to as "Maintenance Agency") from time to time for the maintenance and upkeep of the Colony. However, failure on part of Allottee/s to enter into maintenance agreement for any reason whatsoever, will not absolve him/her/them/it from their obligation to pay the maintenance charges and other related charges etc.
3. Commencing from the date notified by the Company for taking over possession of said Flat as aforesaid, the Allottee/s agree/s to pay the company or its maintenance agency, MRMC on the basis of size of the said Flat the Allottee/s understand/s and agree/s that MRMC may be enhanced by the Company or the maintenance agency from time to time incidence of any taxes etc. on interest free maintenance security and MRMC and outsourced services shall be on the Allottee/s.
4. The Allottee/s is liable to pay monthly/quarterly/yearly PDC to MRMC as intimated / demanded by the company/ maintenance agency, irrespective of the fact whether the allottee is in occupation of the said Flat or not, within a period of 7 days of demand. In case of delay in monthly/quarterly/yearly MRMC, interest at the rate of 18% p.a. shall be charged for the period of delay. The Company / Maintenance Agency reserve the rights to collect MRMC in advance as per its policy.
5. The Company / Maintenance Agency shall maintain the colony till the maintenance is handed over to the Allottee/s association or for the period as referred in Clause above (under the section) from the date of completion of the Block in which the said Flat is located and / or Project, whichever is earlier and the Company is not bound to maintain the Blocks and /or Colony beyond such period as aforesaid. It is only playing the role of maintenance facilitator till that period. If the association fails to take over the maintenance within that period, the Company is authorised to keep the maintenance and returns the said security net of default of maintenance charges, other dues etc. along with applicable interest and discontinue maintenance of the Blocks/Project. If the association fails to accept the said return of the said security within 15 days of return intimation to such effect, then the net of default said security shall lie with the Company without creating any liability to either provide maintenance or interest on the same. It is clarified that in the event maintenance is not handed over to the association within the prescribed time frame, it is made clear that the company will retain said security and levy maintenance charges till it manages the maintenance to the Project/blocks/said Flat. It is clarified and understood by the Allottee/s that it will not be Company's obligations to handover the maintenance within the prescribed time frame.
6. The Allottee/s will neither himself/themselves do nor permit anything to be done which damages common areas, adjoining said Flat etc. or violate the rules or bye laws of the Local Authorities 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

For M/s. G.B. Buildwell Pvt. Ltd.

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incurred in rectification from the Allottee/s's said Interest free maintenance security along with liquidated damages equivalent to such amount incurred. In case such Interest free maintenance security is insufficient to meet such expenditure or losses, then the Company shall be entitled to raise demand against it, which shall be strictly payable within 30 days of such demand. However in such an event, the concerned Allottee/s shall make further payment to maintain the required balance of said Interest free maintenance security, as applicable. The Allottee/s shall always keep the Company indemnified in this regard.

7. It shall be incumbent on each allottee to form and join a common Association comprising of the allottees for the maintenance and management of the Project.
8. The common Lawns and other common areas in the Project shall not be used for conducting personal function such as marriages, birthday parties etc. If the common space is provided in any block for organizing meetings and small functions, the same shall be used on payment basis.
9. The Allottee/s or its nominee/s, agent/s, employee/s etc. shall at all time comply with the rules and regulations laid down by the Company or its nominated maintenance Agency.
10. The maintenance of said Flat including walls and partitions, sewer, drains, pipes, attached lawn and terrace area shall be exclusive responsibility of the Allottee/s from the date of possession or Possession Due Date, whichever is earlier.
11. The ownership of Club, swimming pool in the Project shall remain with the Company and same may be transferred to any person(s) for its maintenance and operation thereof. It shall be incumbent upon all the Allottee/s to become the member of Club and to pay one time membership fee as well as monthly subscription charges as may be determined by the Company/said person(s) for smooth and proper running of Club facilities irrespective of the fact, whether (i) Allottee/s is/are using the Club or not (ii) Possession of the said Flat has been taken over or not.

**H. TERMS OF COMPETANT AUTHORITES**

1. The Allottee/s shall pay to the Company on demand, such amount which may be levied, charged or imposed now or in future or retrospectively, on account of any tax, duty, charges, cess, fee etc. of any nature whatsoever, by any local administration, State government, Central Government on the Project/said Flat or any construction carried thereon by virtue of notification or amendment in existing laws including any increase in the External Development Charges (EDC), Infrastructure Development Charges (IDC), water charges, water & sewer connection charges or levy of any additional charges payable to such authorities on any other taxation on pro rata basis.
2. The company shall be responsible for providing basic infrastructure work. However external services like ware supply network, sewer, storm water drains, roads and electricity outside the Project to be connected to the internal services are to be provided by the competent authorities.

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The Allottee/s acknowledge/s and confirm/s that the time frame and quality of execution of infrastructure facilities provided by the Government of Uttar Pradesh, other government authorities / component authorities in the Project is beyond the control of the Company and the Allottee/s agree/s not to raise any claim or dispute against the Company in respect of the infrastructure facilities as aforesaid provided by the public agencies. The Company has made it clear to the Allottee/s that the Company shall not have any responsibility for the consequences of delayed or inadequate execution of the external services by public agencies and also of the effects of such delay and inadequacy on the performance of internal infrastructure within the Project.

**I. SALE-DEED/TRANSFER-DEED/DEED OF CONVEYANCE**

1. The execution of the transfer-deed/sale-deed/deed of conveyance shall be subject to up to date payment of the entire amount due and payable by the Allottee/s including the Lump Sum Deposit for Maintenance and stamp duty and other additional charges (as per schedule annexed) to the Company. The Allottee/s undertake/s to execute and get registered the transfer-deed/sale-deed/deed of conveyance in respect of the said Flat within 30 days from the date of intimation by the Company in writing, failing which, Allottee/s authorize/s the Company to cancel the allotment and to forfeit the Earnest Money, delayed money interest, Holding Charges, Chowkidari charges or any other dues etc. and refund the balance amount to the Allottee/s without any interest upon realization of money from re-sale/re-allotment.
2. All charges, expenses, stamp-duty, registration fee and incidental expenses etc. towards transfer/sale/conveyance deed of the said Flat at the rate as may be applicable on the date of execution and registration of the transfer/sale/conveyance deed including documentation will be borne by the Allottee/s exclusively.
3. Prior to execution of Sale/Transfer Deed, any interest/rights of allotment, as stipulated herein shall not be assigned by the Allottee/s without taking Prior consent of the Company. The Company may, at its sole discretion and subject to no subsisting breach of terms/conditions contained herein on behalf of the Allottee/s up to date payment of dues under all various heads and subject to applicable laws & notifications or any government directions as may be in force, permit the Allottee/s to get the name of his/her their nominee substituted in his/her their place subject to such terms and conditions and charges as the Company may impose and on payment of such transfer fee (s) as may be prescribed by the Company. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequence that may arise from such transfer/assignment/nominations. In the event of any imposition of executive instructions at any time after the date of allotment to restrict nomination/Transfer/assignment of the allotted said Flat by any authority, the Company will have to comply with the same and the Allottee/s has Specifically noted the same, If the Allottee/s is either a firm or a Company it has also understood that the change in majority of proprietary interest in partnership firm / Company will require prior approval of the company and shall be subject to applicable transfer charges/processing fees/other

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charges as the company may impose and on payment of such transfer fee (s) as may be prescribed by the company.

4. For any subsequent transfer of the said Flat by way of Sale or otherwise by the Allottee/s, after execution and registration of sale deed in his/her/their favour, the Allottee shall obtain "No Dues Certificate" From the company or the Maintenance Agency as per the Policy of the company and payment of such Administrative charges as may be prescribed by the company.

**J. INDEMNIFICATION**

The Allottee/s shall indemnify and keep the company, its agents, employee/s, representative/s, estate & effect indemnified and harmless against all actions, proceedings or any losses, costs charges, expenses, losses or damage or suffered by or caused to the company, by the 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, laws as may be laid down by any authority department/Government and/or non-payment of municipal taxes, charges and other outgoings in respect of the said Flat. The Allottee/s agrees to pay such losses on demand that the company may or likely to suffer. This is in addition to any other right or remedy available to the company.

**K. SEVERABILITY**

If any provision hereof 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 the terms & conditions of allotment 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 thereof.

**L. FORCE MAJEURE CONDITIONS**

The company shall not be held responsible or liable for not performing or delay in Performing any of its obligations as provided herein if such performance is prevented, delayed or hindered by any reason (s) which are beyond the control of the Company/could not have been prevented or reasonable overcome by the Company with the exercise of reasonable skill and care / does not rule from the negligence or misconduct of the Company and materially and adversely effects the performance of any obligations hereunder including but not limited to non-availability of any building material due to market conditions or enemy action or natural calamities or act of God or strike, lock out or decree, rule, regulations or otherwise revolution, civil disturbance, breach of the peace, declared or undeclared war, act of interference or action by civil or military authorities or any other cases beyond control of the company.

**M. GENERAL TERMS AND CONDITIONS**

1. This project is being developed by M/S. G. B. BUILDWELL PRIVATE LIMITED.
2. The address given in this application form /allotment-certificate shall be taken as final unless any subsequent change has been intimated under registered A/D letter. All demand notice, letters etc. posted at the address given in the application form/allotment certificate and agreement shall be deemed to have been received by the Allottee/s.

For **M/s. G.B. Buildwell Pvt. Ltd.**

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Allottee/s



3. The Allottee/s shall make the payment through the demand draft/cheque drawn in favour of the Company payable at Lucknow or as may be directed by the Company.
4. The Allottee/s shall not use or allow to be used the said Flat for any purpose other than residence or any activity that may cause nuisance to other Allottee/s to the Project.
5. The Allottee/s shall not be allowed to effect any change/alteration in the allotted Flat which may or likely to cause damages to the permanent structure of the complex, like beams, columns etc. The Allottee/s is also debarred to make any layout/location change in toilet/kitchen plumbing drg. and units of the other allottees in the complex. The Allottee/s is/are not to make any change that may effect the façade of the building like making major change in the widow, tempering with external treatment changing of ward robs position etc.. The Allottee/s is/are also debarred from making encroachments on the common space in the building.
6. The Allottee/s shall not cause nuisance to the other occupants in the adjoining areas and shall not obstruct / block the common areas, common amenities/faculties etc.
7. Upon the Allottee/s taking possession or after Possession Due Date of the said Flat, the Allottee/s shall have no claim against the Company in respect of any item or work in the said Flat or for any design. Area, specification, location, building material used for or any other reason whatsoever and he/she/they shall be entitled to the use and occupy the said flat for residential purpose without any interference but subject to the terms and conditions contained herein.
8. The Allottee/s agree/s and undertake/s that he/she/they shall, on taking possession or Possession Due Date of the said Flat have no right to object to the Company constructing in a reasonable manner adjoining the said Flat, the Allottee/s shall not object to any consequences of such increase in construction in the adjoining in the layout or reduction in green area etc.
9. The Company has made clear to the Allottee/s that it shall be carrying out extensive development/constructions activities for many year in future in the project and shall also be connecting/Linking The amenities/faculties viz./electricity, water , sanitary / drainage system etc. of additional development/construction with the existing ones in the project . The Allottee/s has confirmed that he/she/they shall not make any objections or make any claim or difficult any payment as demanded by the company on account of inconvenience, if any, which may be suffered by him/her/they due to such development/construction activities or incidental/relating activities as well as connecting / linking of amenities /facilities etc. as above said.
10. The Allottee/s shall get exclusive possession and title of the said Flat along with allotted proportionate undivided share in land on which said block/Project is constructed herein through sale/transfer deed. The Allottee/s shall have no right, interest and title in the remaining part of the Project such as Club, Parking, Park etc. Except the right of usage of common passage/roads,

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Allottee/s

common areas, as defined herein above, and carved out in the Project as per sanctioned lay out plan.

10. The Allottee/s agree/s and understand/s that he/she/it/they shall not have any rights in any commercial shops, community centre etc., if any constructed in the Project, the Company shall be free to dispose off the same on such terms and conditions, as it may deem fit and proper. The Allottee/s shall have not any right to interfere in the manner of booking/allotment/sale of such commercial premises, buildings, shops, community centers etc. to any persons and also in their operation and management.
11. The Allottee/s agree/s and understand/s to pay to the Company amounts as may be intimated by the Company towards *Malba* charges, water charges, water and sewer connection charges ,EDC, EEC, administrative Expenses etc.
12. The Allottee/s understand/s and agree/s that in case breach of any terms and conditions contained herein, then beside and without prejudice to Company's rights available under these terms/under Law, the company shall have right to cancel the allotment of the said Flat and forfeit the earnest Money. As a result of such cancellation, the refund, if any, subject to adjustment of dues under various heads as stipulated herein will be governed by the Company's policy. Any alteration/s or addition in the terms and conditions herein without the prior consent / approval of the Company shall render the alteration or addition null and void for all purposes.
13. In case of applications with joint names, the company may, at its discretion, without any claim from any person may do correspondence with any one of the joint applicant which shall be deemed sufficient for all purposes.
14. In case of NRI /person of Indian Origin Buyer, the observance of the provisions of the Foreign Exchange Management Act, 1999, reserve Bank of India Act and rules made there under of any statutory notification, amendments, modification made thereof and all other applicable law as may be prevailing including that of remittance of payment, sale /conveyance /transfer deed of immovable properties in India shall be the responsibilities of the Allottee/s. The Allottee/s understand/s and agree/s that in the event of failure of his/her/their part to comply with the applicable guide lines issued by Reserve bank of India, he/she/they shall be liable for any action under Foreign Exchange Management Act, 1999, as amended from time to time. The Company accepts no responsibility in this regard.
15. In case of any dispute between the co-allottees the decision from the competent Court shall be honored by the Company.
16. The company sale-brochure, CD walk through, advertisement/s and other sales are purely conceptual and not a legal offering. Further the Company reserves the right to add/delete/modify any such details/specifications.

For M/s. G.B. Buildwell Pvt. Ltd.

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17. In the case of any conflict between the terms and condition herein and the terms /specifications mentioned in Company's sale-brochures/CD/walk through/ advertisement(s) / other sale-documents/application form, then the terms contained herein will prevail.

18. The Allottee/s agree/s and undertake/s to pay the stamp duty and / or other incidental charges, if levied or imposed by any local administration, state Government/central Government or any other lawful authority on allotment certificate and agreement.

**N. JURISDICTION.**

1. All or any disputes arising out or touching upon or in relation to the terms hereof including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the courts at Lucknow shall have the jurisdiction in all matters arising out of/ touching and /or concerning thereof to regardless of the place of execution which is deemed to be at Lucknow.

2. That the rights and obligations of the parties under or arising out of these terms shall be construed and enforced in accordance with the Laws of India.

**N. COPIES OF THE AGREEMENT**

Two sets of this agreement are being executed on a non-judicial stamp-paper of Rs. 100/- only and the Company shall retain one copy for reference and records and the Allottee/s shall retain the other copy.

I/We have read through the procedure and indicative terms and conditions above and declared to have complete understanding and accept the same and agree to be bound therewith, I/we have sought detailed explanation and clarification from Company and the Company has readily provided such explanation and clarification and after giving careful consideration to all facts, terms, conditions and representation made by the Company, I/we have now accepted the same by signing agreement of terms and conditions forming part of the allotment certificate and paid the monies thereof fully conscious of my/our liabilities and obligations including forfeitures of Earnest Money as may be imposed upon me /us.

For M/s G.B Buildwell Private Limited

(Authorised Signatory)

**WITNESSES :**

1. \_\_\_\_\_

\_\_\_\_\_  
(Signature of Allottees )

2. \_\_\_\_\_

**G. B. Buildwell Pvt. Ltd.**



*Any other Remarks*