



SANGWAN HEIGHTS PRIVATE LIMITED

Registered Office: Office No. 102, F/F, C.S.C. Gazipur, Plot No. 2,
Vardhiman Master Plaza, East Delhi-110092 Ph.: 011 45075606
Site Office: Sangwan Heights, Rajnagar Extn., NH-58, Ghaziabad,
UP-201017 Mob.: +91 88263 91118, 98110 31764

ALLOTMENT LETTER

Dated

To

Applicant

Mr./Ms./Smt./M/s
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.....
.....

Co-Applcant

Mr./Ms./Smt./M/s
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.....
.....

Sub: Allotment of Unit/Flat No. Floor in "Sangwan Heights", at
Rajnagar Extn. (Noor Nagar), NH-58, Ghaziabad, U.P.

Please refer to your application no. dated made to us for allotment of
a residential flat/s located in the residential complex, namely "Sangwan Heights" to be constructed by us on Plot No. 1085
1086, 1087, Ghaziabad U.P.

In response to your said application, We M/S SANGWAN HEIGHTS PVT. LTD., hereby allot you a residential unit in
Sangwan Heights at Rajnagar Extn. (Noor Nagar), NH 58, Ghaziabad, U.P. as per details below.

A. Details of the Allotted Unit.

Type B/R Unit No. Floor, Block Super Area Sq. Ft.

B. COST/SALE PRICE

The Basic Price of the Flat/Unit shall be Rs. (Rupees)
..... calculated at the rate of Rs. per sq. ft. of super area. This rate is
exclusive of other costs, charges, which are payable by you, in addition to the basic sale price of the unit (Details as per
Annexure 'B') including but not limited to car parking, club membership, P.L.C., power back up, fire fighting installations,
electrical substation, maintenance, stamp duty and registration charges proportionate taxes, and proportionate charges
for provision of any other amenities/facilities not specifically mentioned herein as may be required by any authorities or
considered appropriate by the Developers. The sale consideration and other charges shall be payable by you as per
payments plan as indicated in Annexure 'C' to the present allotment letter.

Please note that this allotment is strictly subject to the payment terms as mentioned in present letter and other terms and
conditions of the allotment as mentioned in Annexure 'A', attached to the present agreement and shall stand
automatically cancelled in the event of breach of any of the terms and conditions of the allotment as mentioned in
Annexure 'A', on your part. In the said Annexure 'A', We M/s Sangwan Heights Pvt. Ltd., have been referred to as
"Developers" and you have been referred to as "Allottee".

Thanking You

Yours Truly

For Sangwan Heights Pvt. Ltd.

Allottee(s)

Signature

1.

2.

Authorised Signatory

ANNEXURE 'A' TERMS AND CONDITIONS OF ALLOTMENT

1. FLAT/UNIT

- 1.1 Allotted Flat/Unit include proportionate, undivided, undisturbed, impartible interest/share in the land (any undivided) with the said Building in which the said Flat is located, calculated in the ratio which the super area of the said Flat bears to the total super area of all the flats in the said Building.
- 1.2 The Allottee shall have no right in the land underlying the Complex except as aforesaid the necessary easementary rights pertaining thereto. Apart from that, the Allottee shall not be having any right, title or interest of any kind whatsoever, in any land, buildings, common areas, facilities and amenities provided anywhere in the said Complex, save and except the right to use the common areas, facilities and amenities subject to payment of maintenance and/or other charges provided in the stamp. The developer shall be sole owner of the such lands, buildings, facilities and amenities and the Developer shall be entitled to sell, transfer, part with possession thereof, or otherwise disposed of the same to any person in any manner as permissible at law, at its sole discretion and the Allottee shall not entitled to question/object, the exercise of such discretion, by the developer on any ground whatsoever.
- 1.3 The cost of the unit is based on the cost of construction rates applicable on the date of booking. Further, due to abnormal market variations in the cost of construction and raw materials, the actual cost of the unit may experience some escalation. The final expenditure made will be compiled at the stage of completion of the project. Escalation shall be charged over booking price based on cost index as published by CPWD for the period under reckoning on the weighted yearly basis.

2. SUPER AREA

- 2.1 The term 'Super Area', wherever appeared, shall mean, the sum of, (i) the entire area of the said Flat enclosed by its periphery walls, including half of the area under common walls between two flats, full area of walls in other cases, area under columns, cushboards, window projections and balconies and (ii) proportionate share of service areas to be utilized for common use and facilities, including but not limited to lobbies, staircases, circulation areas, lift shafts, passages, corridors, lifts, bin machine room, water supply arrangement, maintenance office, security/fire control rooms etc. This method of calculation of super area aforesaid shall be binding upon all the parties.
- 2.2 Notwithstanding the fact that a portion of the common areas has been included for the purpose of calculating the super area of the said Flat, it is only the covered area of the Flat, i.e. area enclosed by its periphery walls, that has been allotted and to which the Allottee shall have the exclusive right and the inclusion of the common areas in the computation of super area, as such, does not give any right, title or interest therein to the Allottee.
- 2.3 The Super Area of the said Unit, as given in the allotment letter is only tentative area and the actual size of the said Unit may vary at the time of final measurement. The Allottee shall have to pay final sale consideration of the said Unit, as per the actual Super Area of the said Flat. If there is an increase in super area, the Allottee shall have to pay for the increase in super area immediately on demand by the Developer and if there is a reduction in the super area, then the refundable amount due to the Allottee shall be adjusted by the Company from the final installment as set forth herein.

3. COST/SALE PRICE

- 3.1 The sale consideration of allotted Flat/Unit shall be calculated on the basis of the Super Area of the Flat and not as per the Covered Area of the Flat.
- 3.2 The rate per sq. ft. mentioned in the allotment letter is exclusive of other charges for all the Specifications as per the details given in Annexure 'B', but exclusive of other costs, charges including but not limited to electric connection, maintenance, stamp duty and registration charges, proportionate taxes, and proportionate charges for provision of any other item/facility not specification mentioned herein as may be required by any authorities or considered appropriate by the developers.

4. PREFERENTIAL LOCATION CHARGES

- 4.1 In addition to the basic price of the flat, the Allottee shall also have to pay to the Developer Primary/Preferential Location Charges (PLC) at the rate of Rs. _____ (Rupees _____) per sq. ft. of super area of the Flat as and when PLC falls due as per the payment plan opted by the Allottee.
- 4.2 In the event due to any changes in the Layout plan/Building plan or for any other reason ceases to be a Primary/Preferential location, the Developer shall be liable to refund to the Allottee, only the amount paid by the Allottee as PLC, by adjusting the same in the last installment to be paid by the Allottee as per the opted payment plan.
- 4.3 In the event due to any change in the Layout plan/Building plan, or for any other reason, the flat becomes Primary/Preferentially located, then the Allottee shall be liable to pay to the Developer, in addition to the basic price of the Flat, PLC as stipulated in the next clause, as and when demanded by the Developer.
- 4.4 The PLC shall always be treated as part of sale consideration of the Flat.
- 4.5 A flat shall be deemed to be Primary/Preferentially located in any of the following conditions as mentioned in Column A and the PLC payable shall be as mentioned in Column B.
- 4.3 In the event due to any change in the Layout plan/Building plan, or for any other reason, the flat becomes Primary/Preferentially located, then the Allottee shall be liable to pay to the Developer, in addition to the basic price of the Flat, PLC as stipulated in the next clause, as and when demanded by the Developer.

For Sangwan Heights Pvt. Ltd.

Allottee(s)
Signature

1. _____

2. _____

Authorised Signatory

ANNEXURE 'A'

TERMS AND CONDITIONS OF ALLOTMENT

- 4.4 The P.L.C shall always be treated as part of sale consideration of the Flat.
- 4.5 A flat shall be deemed to be Primarily/Preferentially located in any of the following conditions as mentioned in Column A and the P.L.C payable shall be as mentioned in Column B.

S.No	A	B
(i)	Upper Ground Floor	Rs. / Sq. Ft. of super area
(ii)	First Floor	Rs. / Sq. Ft. of super area
(iii)	Second Floor	Rs. / Sq. Ft. of super area
(iv)	Third Floor	Rs. / Sq. Ft. of super area
(v)	Fourth Floor	Rs. / Sq. Ft. of super area
(vi)	Fifth Floor	Rs. / Sq. Ft. of super area
(vii)	Sixth Floor	Rs. / Sq. Ft. of super area
(viii)	Corner Flats	Rs. / Sq. Ft. of super area
(ix)	Back/Park/Road Facing	Rs. / Sq. Ft. of super area
(x)	Flat with two or more above mentioned conditions	Rs. / Sq. Ft. of super area

5. CAR PARKING

- 5.1 The Allottee shall also pay to the Developer for the noted payment plan a sum of Rs. /- (Rupees) towards grant of right to use of designated Open/Covered car parking space.
- 5.2 The Allottee shall not be the owner of the allotted car parking space but a temporary licensee of the Developer for use of the same only for the designated purpose of parking of vehicle.
- 5.3 The Allottee shall not under any circumstances be used the said space for any purpose other than parking.
- 5.4 The Allottee shall not be entitled to sell, transfer, assign or otherwise give away his aforesaid right to car parking, in favour of anybody. However, in the event of transfer of the Flat the temporary license of user of the said parking space shall automatically transferred to the transferee of the Flat.
- 5.5 The Allottee shall park his vehicle in the parking space allotted to him and not anywhere else in the said complex.
- 5.6 The Allottee's right to use the allotted car parking space is an integral part of his right to own the said flat and both cannot be detached under any circumstance. If for any reason whatsoever, the Allottee ceases to be the owner of the flat or his right to own the said flat extinguishes, the same shall cease to exist with the license for car parking given under this clause.

6. EARNEST MONEY

- 6.1 10% of the Basic Price of the said flat shall constitute the Earnest money.
- 6.2 The earnest money is for the purpose of securing due performance of terms and conditions of allotment by the Allottee and that in the event of termination of this allotment due to any breach on the part of the Allottee, the Developer shall be entitled to forfeit the Earnest Money and the Allottee shall not object or challenge the said forfeiture or any ground whatsoever & shall cease to have any right over the forfeited earnest money even through process of law.

7. PAYMENT

- 7.1 The Allottee shall pay the sale consideration (other charges as applicable) as per payment plan as mentioned in Annexure 'C'.
- 7.2 The Allottee shall make all payments through Account Payee Cheques/Demand Drafts in favour of M/s Sangwan Heights Pvt. Ltd. Payable at Indraprastha.
- 7.3 The developer shall have the right to adjust the amount received from the Allottee, first towards the interest & other charges, if any, due from the Allottee and a balance towards the sale consideration of the Flat and the Allottee shall have no objection in this.
- 7.4 In the case of Construction Linked Payment Plan, the Developer from time to time, shall issue demand notices to the Allottee demanding the amount due and the said notice shall be final and binding. This Allottee shall be bound to make the payment of demanded amount within the specified period given in the said notice, otherwise nonpayment shall be treated as breach of the payment plan. However in cases of time bound instalments plans, issue of any such demand notice shall not be required but the Developers may at its discretion issue call notices demanding the payment. The Allottee however shall be bound to make the payment of instalments on their due dates, irrespective of the fact whether any call notice has been issued to the Allottee or not.

B. DEFAULT/DELAY IN PAYMENT/OTHER BREACH

- B.1 Timely payment of the sale considerations and other Demands/Charges/Taxes/etc. shall be the essence of the allotment and the Allottee shall not make any default in making payment of any instalment and other charges and shall also not breach any other term or condition of the allotment.

For Sangwan Heights Pvt. Ltd.

Allottee(s)
Signature

1.

Authorised Signatory

2.

ANNEXURE 'A'

TERMS AND CONDITIONS OF ALLOTMENT

- 8.2 In the event Allottee makes any Default/Breach of any of the terms of payment and/or other terms and conditions, as mentioned herein, the allotment in favour of Allottee shall stand cancelled and in such an event, the Allottee shall forfeit to the Developer entire amount of earnest money, interest, if any, on delayed payment, brokerage, if any, paid by the Developer to any broker etc. and Allottee shall not be entitled with any right, if any, in the interest of any nature in allotted Flat. The Developer shall thereafter be at liberty to resell and/or deal with the said Flat in any manner, whatsoever, at its sole discretion. The amount, if any, paid by the Allottee to the Developer over and above the earnest money, interest on delayed payment, brokerage etc., would be refundable to the Allottee but without any interest or compensation of whatsoever nature which may arise from case to case but final top of the sole-discretion of the Developer.
- 8.3 Timely payment of installments and other dues is the essence of this contract. It shall be incumbent on the applicant to comply with the term of payment as per payment plan and the Allottee has agreed that the company is under no obligation to send reminders for payments. The Allottee has understood and agreed that in the event of breach of payment schedule, the allotment shall stand terminated and the company shall forfeit the amount of earnest money. However, in exceptional circumstances, the company may in its sole discretion condone the delay in making payments by charging interest @ 4% p.a. on the delayed amount. It is however clearly understood by the Allottee(s) that payment made by them shall be first adjusted towards interest due, if any and the balance amount shall be adjusted towards the principal amount.

9. ALTERNATION IN THE LAY OUT PLAN, DESIGNS AND SPECIFICATIONS

- 9.1 The layout plans, building plans, Flat plans, designs and specifications, seen by the Allottee are provisional and tentative and are subject to change at the instance of the Sanctioning/Competent authorities and/or as the Developer may deem fit on the advice of its Architects or otherwise. The Allottee hereby authorizes the company to effect, and give consent to, all such Alterations/Modifications in the layout plan/building plans, Flat plans designs and specifications etc.
- 9.2 Such alterations may include change in position of the Flat, its number, change in area and also increase or decrease in total number of flats, floors etc.
- 9.3 The Allottee shall pay to the Developer increase, if any, in the cost of the Flat due to such changes and modifications likewise benefit or decrease, if any, in the cost of the Flat due to such changes, shall be given to the Allottee.
- 9.4 In case of any major Alterations/Modifications, including change in the cost of the Flat, the Developer shall inform, in writing to the Allottee. Such changes and the resultant change in the cost of the Flat to be paid by the Allottee. In case the said Changes/Modifications are not acceptable to the Allottee, he can raise his objection within 30 days of the receipt of intimation from the Developer. In such an event, the allotment in favour of the Allottee shall be treated as cancelled and the amount paid by the Allottee to the Developer shall be refunded to the Allottee without any interest and/or compensation or whatsoever nature. If Allottee fails to raise his objection in writing within the prescribed period of 30 days, on that he is deemed to have given his full consent to the alterations/modifications.
- 9.5 In the event of scarcity or non-availability of any particular construction material/article, the Developer shall have the right to use alternative Material/article but of equally good quality. Opinion of the Architects of the Developer on such changes shall be final and binding on the Allottee.

10. ADDITIONAL CONSTRUCTIONS

- 10.1 In case during the course of construction and/or after the completion of the Building(s) in the Complex, if further construction on any portion of the plot or building or on the terrace becomes permissible, the Developer shall have the exclusive right to take up or complete such further construction as to during to the Developer, without any objection and/or hindrance from the Allottee.

11. COMPLETION OF CONSTRUCTION

- 11.1 The Developer is likely to complete the construction of the said Flat within stipulated period of time.
- 11.2 However, any time delay occasioned by the complete stoppage or slow down of the construction activity due to force majeure, or any Restriction/Restraint put by any competent authority and/or expiry of law or time taken by any competent authority in granting any necessary or required permission or approval of the plans etc. Or due to any Situation/Circumstances beyond the control of the Developer and which is not created by the Developer's own willful neglect and default, shall be excluded while computing the aforesaid period of time. Should the aforesaid period of time for completion of the construction is extended because of any of the aforesaid reasons, no claim by way of Damages/Compensation As provided herein or otherwise, shall be against the Developer for such extended period and such extended period shall be excluded while computing the period of delay, if any, in completion of the construction.
- 11.3 The date of making an application to the concerned authorities for issue of Completion/Cert. Completion/Occupancy/Partial Occupancy Certificate of the complex shall be treated as the date of completion of the construction of the Flat.

12. DELAY IN COMPLETION OF CONSTRUCTION

- 12.1 In case the Developer fails to complete the construction within the stipulated period of time, Developer would pay to the Allottee, compensation @ Rs. 5/- per sq ft (if applicable) of the super area of the Flat per month for the period of delay without prejudice to its rights. The adjustment of compensation shall be done at the time of conveyancing of the Flat and not earlier.

For Sangwan Heights Pvt. Ltd.

Authorised Signatory

Allottee(s)

Signature

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2.

ANNEXURE 'A'

TERMS AND CONDITIONS OF ALLOTMENT

13. POSSESSION

- 13.1 The Developer on completion or construction and on obtaining certificate for occupation and use from the competent authorities shall issue a final call notice to the Allottee, calling upon him to hand all remaining dues, charges, expenses, etc. as may be mentioned therein, as agreed upon by the buyer, whether forming part of this agreement or not, within 20 days thereof and take possession of the Flat after execution of the Sale Deed.
- 13.2 The Allottee on receipt of such call notice shall pay to the Developer, within the stipulated period, the amount mentioned therein and shall execute the sale deed and take possession of the said Flat within the stipulated period. Payment of all the dues, as may be mentioned in such call notice shall be a condition precedent for execution of sale deed and handing over possession of the said Flat to the Allottee.

14. NON-TAKING OF POSSESSION

- 14.1 In the event Allottee does not comply with the call notice, within the stipulated period, as prescribed in the previous clause the same shall be a serious breach and in such an event, clause 8.2 shall come into play and all the consequences mentioned therein shall follow.
- 14.2 The Developer, however, without prejudice to his right to treat the Allottee as defaulting, may in its absolute discretion, at its sole and absolute discretion, and execute the sale deed in favour of the Allottee and handover possession of the said Flat to him subject to the condition, that Allottee shall pay to the Developer an amount of compensation @ Rs. _____ / Sq. Ft. (Rupees _____) per sq. ft. of the super area of the Flat per month for the period of delay. This compensation shall be a distinct charge, independent of other charges, including maintenance charges, compensation as may be payable by the Allottee under any other clauses. It is made abundantly the discretion of the Developer in this regard shall be absolute and Allottee shall not be able to compel the Developer to exercise the same on any ground whatsoever, including the ground that the Developer has exercised its discretion in the case of having other Allottees/Defaulters.
- 14.3 In the event that Developer exercises its power on under clause 14.2 above, the Allottee shall be deemed to have taken possession on the so day of the final call notice and shall be liable to pay all charges, including maintenance charges, taxes, dues, outflows on account of the said Flat from the 01st day of the final call notice.

15. MAINTENANCE

- 15.1 The maintenance of the entire complex shall be undertaken by the Developer until or by a duly nominated agency for such time the same is not handed over to the duly representative and duly elected body of the Flat Owners. The Developer or its nominee, as the case may be, is related to as Maintenance Agency (M.A.) in this clause.
- 15.2 The powers to take decision as to when such transfer shall take place shall apply first with the Maintenance Agency and its decision in this regard shall be final and binding.
- 15.3 The Allottee shall have to enter into a separate Maintenance Agreement, at the time of taking possession with the Maintenance Agency for its purpose of management, administration, preservation, maintenance and upkeep of said Complex, operation and maintenance of common services thereon and also for maintenance and replacement of common facilities and equipment.
- 15.4 The Allottee shall have to pay to the Maintenance Agency, Maintenance charges to be fixed at the time of possession along with applicable service tax of the Goods and Services Tax to be utilized for the purpose management, administration, preservation, maintenance and upkeep of said Complex, operation and maintenance of common services thereon like lift up and down and lift and down, generators, sewerage system, garbage disposal, upkeep of common areas of common areas, water supply etc.
- 15.5 The Allottee shall also have to pay to the Maintenance Agency a sum to be used at the time of possession per month towards sinking Replacement Fund to be established for meeting expenses relating to Repair/Replacement of common equipment including lifts, pumping sets, water tanks, electrical cables, transformers, generators, devices and equipments, painting of external walls of the complex, major repairs of common areas and lift etc. and other expenses at the absolute discretion of the Maintenance Agency.
- 15.6 In order to get the due payment of the maintenance and other charges to be payable by the Allottee to the M.A. the Allottee, at the time of taking possession, shall deposit with the M.A. a sum of Rs. _____ (Rupees _____) as maintenance security @ Rs. _____ / Sq. Ft. (Rupees _____) per Sq. Ft.
- 15.7 Watch and ward arrangement shall be provided in the complex as part of maintenance of the complex. For this the Maintenance Agency shall be fully entitled to make appropriate arrangements for the safety and security of the complex and the Flat occupants, including regulation of the entry of persons into the complex, as per rules and regulations framed by M.A. The rules and regulations framed by the M.A. in this regard shall be final and binding upon all the occupants of the Flats.
- 15.8 The Allottee shall permit the M.A. and its agents, surveyors, workmen, etc. to enter into his Flat at all reasonable time for all such purposes which may be necessary for administration of the maintenance undertaken by the M.A.
- 15.9 All the internal maintenance of the Flat including the maintenance and repair of the electric fittings, sanitary fittings, internal piping, gas connections etc. shall be the sole responsibility of the Allottee and the M.A. shall not be responsible for any internal maintenance of the said Flat.
- 15.10 The M.A. shall be fully entitled to revise the charges for maintenance, maintenance security, contribution towards sinking funds etc. from any particular date, keeping in mind the increasing cost of the manpower, material etc.

For Sangwan Heights Pvt. Ltd.

Allottee(s)
Signature

Authorised Signatory

1. _____
2. _____

ANNEXURE 'A'

TERMS AND CONDITIONS OF ALLOTMENT

- 15.11 The Allottee shall have to timely make the payment of all the Charges towards maintenance as provided in this clause and in case of Delay/Default he shall be liable to pay interest @18% per annum on arrears.
- 15.12 The Allottee's right to use the common areas and facilities shall always be subject to the timely payment of maintenance charges as provided under this clause and in the default of payment he shall be deprived of his right to use such common areas and facilities. The M.A. can take the measure of disallowing the user of common areas and facilities respectively if as right to recover interest @18% per annum or any amount of maintenance Charges, security etc.
- 15.13 In the event, if any third party occupies the flat with the permission of the Allottee under whatsoever arrangements between them, it shall be the responsibility of the Allottee, to make such third party agreeable for all the Terms and conditions under this clause as well as the Maintenance Agreement, including payment of stipulated Charges in case of default by any such party. The M.A. shall have the right to recover the same along with the aforesaid interest from the Owner of the Flat as well as from such occupier of the Flat.
- 15.14 The M.A. shall always, irrespective of the conveyance of the Flat in favour of Allottee, have first lien/charge on the said Flat for recovery of arrears of maintenance charges, fund and security along with the agreed rate of interest.
- 15.15 The Allottee shall be liable to pay Maintenance charges/Sinking fund/Security deposit etc from the 30th day of the final call notice as contemplated in clause 13.1 above. It is clarified that for this purpose Allottee shall be deemed to have taken Possession of the Flat on the 30th day of the final call notice, offering him possession of the Flat, irrespective of the fact whether or not the Buyer has taken the actual physical possession of the Flat.

16. COMPLIANCE OF LAW

- 16.1 The Allottee shall abide by all laws, by laws, rules, regulations of the GDA, The U.P. Government, the Local Bodies, central bodies, central government, appropriate government, authority and shall be Responsible/Liable for all defaults, violations or breaches of any of the conditions or rules and regulations as may be applicable and in case of any violation, the Allottee shall be liable for the consequences thereof.

17. TRANSFER/CHANGE OF NOMINEE

- 17.1 The Allottee shall not be entitled to Transfer/Assign this allotment to any third party or to get his name substituted by another person without consent of the Developers.
- 17.2 The Developer may accord such consent to such transfer subject to the condition that the Transfer/Administrative charges as prescribed by the Developers and/or any other demands, interests etc. of the Developer and/or all the pending dues including but not limited to service tax, EDCs etc. as may be levied by the Government or any other appropriate authority from time to time will be paid by the Allottee to the Developer at the time of transfer.
- 17.3 Any change in the name of the Flat Allottee (including addition/deletion) as registered with the Developers will be deemed as transfer for this purpose.
- 17.4 Claims if any, between transferor and transferee as a result of subsequent Reduction/increase in the area of the Flat or its location or otherwise will be settled between transferee and transferor and the Developers will not be a party to this or be liable for the same. It will be responsibility of the Allottee to also obtain permission of the Authority, if required any, for the transfer of the Flat and to pay any charges as may be levied for such transfers.

18. GENERAL RESTRICTIVE COVENANTS

- 18.1 The Allottee shall not at any time, demolish the said Flat or any part thereof, make or cause to be made any Additions/Alterations of whatsoever nature in the Flat or any part thereof, without permission from the concerned authority and/or Developers, which in any manner do damage to the courtyards, drains, walls, slabs or RCC or structural components of the said Flat.
- 18.2 The Allottee shall not put up any name, sign board, neon sign, publicity or advertisement material outside the said Flat exposed to public view. He will be allowed to display his name, or any name he may give to his Flat, only at the places specified therefore and at no other place.
- 18.3 The Allottee shall not change the colour scheme of the exterior walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
- 18.4 The Allottee shall not display or exhibit in the public view any picture, poster, statue or other art etc.
- 18.5 The Allottee shall not make or cause to be made encroachments, or obstructions in Common areas/Facilities/Services and shall not cause hindrance in the use and enjoyment of all Common areas/Facilities/Services of the complex.
- 18.6 The Allottee shall not use or cause to be used any Common areas/Facilities/Services for a purpose other than their respective intended uses.
- 18.7 The Allottee shall not make noise pollution by use of loudspeakers or otherwise, or throw away or accumulate rubbish, dust, rags, garbage, refuse anywhere save and except at Areas/Places specifically earmarked for this purpose.
- 18.8 The Allottee shall not use the Flat or permit the same to be used for purpose other than Residential, or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other flats, or for any illegal or immoral purposes.

For Sangwan Heights Pvt. Ltd.

Allottee(s)
Signature

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2.

Authorised Signatory

ANNEXURE 'A'

TERMS AND CONDITIONS OF ALLOTMENT

19. CLUB

- 19.1 In accordance with the development plan of the Complex, the Developer proposes to develop and run a social club for the social activities of the residents in the complex.
- 19.2 The proposed social club in the complex shall be managed by the Developers or its nominee(s). The Allottee shall not interfere in any manner in the management of the same.
- 19.3 In all eventualities, the ownership of the Club, its equipments, buildings, furniture etc., and rights in the land underneath shall continue to vest in the Developers irrespective of the fact that its management is with the Developers and/or its nominee(s) or a third party appointed for the purpose.
- 19.4 The Allottee may become a member of the said club on payment of prescribed membership charges and subject to the condition that he shall follow the rules and regulations framed by the management of the club and shall continue to pay charges.
- 19.5 On becoming member, the Allottee shall be entitled to avail of the Facilities/Services provided by the Club as per its rules and regulations and on payment of such charges as may be fixed from time to time.

20. PAYMENT OF TAXES/STATUTORY DUES

- 20.1 The Allottee shall be liable to pay property tax and all taxes, taxes, including surcharge, charges, assessments levied by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in proportion to the super area of the Flat irrespective of the fact that the Allottee has not been enjoying the benefit of the Flat, if such charges are increased (including with retrospective effect) after the said deed has been executed then the proportional increased charges shall be treated as unpaid sale price of the Flat and the Developer shall have lien on the Flat for the recovery of such charges.
- 20.2 Till the Flat is individually assessed to property tax or any other charges as assessed by the authorities, the Allottee shall be liable to pay to the Developers on demand, such Taxes/Charges whether levied now or in future on the land/buildings of the Flat/Flat, proportionate to the area of the Flat. Assessment of such taxes or charges levied by the Developers or their nominees shall be conclusive and binding upon the Allottee.
- 20.3 The Allottee shall be liable for payment of electric connection charges including meter installation charges, security deposit and for air conditioning charges and also all charges for water and sewerage connections. The water and electricity consumption charges shall also be paid by the Allottee.

21. LOAN

- 21.1 The Allottee shall give his consents, authorizes and permit the Developer to raise financial loan from any Bank/financial institutions and for the purpose to create equitable mortgage against the construction of the proposed built up area on the land beneath the said complex, subject the flat being free of any encumbrances at the time of execution of the Sale Deed.
- 21.2 In case the Allottee wants to avail a loan facility from any Bank/financial institution or from any other person he may do so and the developer shall fully co-operate the Allottee in this regard. However, it is made clear that the Developer shall not a party to the said loan arrangement and terms thereof shall not be binding upon the developer and that the Allottee shall ensure on his own that the loan is sanctioned and disbursed as per the payment schedule. The Allottee shall not be entitled to claim any relaxation/deviation in the payment plan on the ground that the loan is not sanctioned or disbursement getting delayed.

22. DEVELOPERS INABILITY TO GIVE POSSESSION

- 22.1 In the event if for any reasons whatsoever, the whole or any part of the project is abandoned, and/or the flat allotted herein not constructed and/or for any other reason, the Developers are not in a position to give possession of the Flat, the Allottee shall have no claim of any kind whatsoever, against the Developers except to the refund of the amount paid with simple interest at the rate of 2% per annum till the date of refund.

23. FOREIGN NRI ALLOTTEE

- 23.1 The Allottee, if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 or any statutory enactment or amendment thereof, and the rules and regulations of Reserve Bank of India or any other applicable law in this regard.
- 23.2 It shall be the sole responsibility of the Allottee to obtain all necessary and required Permissions/Approvals in respect of all remittances, Acquisitions/Transfer of the said Flat.
- 23.3 The Developers will not be responsible or liable for any contraventions or violations in this respect by the Allottee. The Allottee shall keep the Developer fully indemnified and harmless in this regard.

For Sangwan Heights Pvt. Ltd.

Authorised Signatory

Allottee(s)
Signature

1.

2.

ANNEXURE 'A' TERMS AND CONDITIONS OF ALLOTMENT

24. INDEMNITY

- 24.1 Allottee shall abide by all the terms and conditions of the allotment as mentioned herein. The Allottee shall always keep the Developer indemnified and harmless against all such Losses/Liabilities which the Developer may have to Undergo/Suffer because of any contravention or non-compliance of the terms of the allotment or other applicable laws or because of any neglect, act of omission or commission on the part of the Allottee.

25. DISPUTES RESOLUTION

- 25.1 The terms and conditions of the allotment as mentioned herein shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of India.
- 25.2 All or any disputes arising out of or touching upon or in relation to the terms of this allotment including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled by arbitration or mediation.
- 25.3 Every consultation or such dispute shall be settled through Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed by the Developer. The Allottee shall not raise any objection to this appointment. The arbitral proceedings shall be held at an appropriate location in Delhi/New Delhi.
- 25.4 The courts at Delhi shall have the jurisdiction to adjudicate upon any matter concerning with the allotment. The parties are therefore permitted from initiating any legal action at any place, but Delhi/New Delhi.

26. PIPED GAS SUPPLY/POWER BACKUP/BROADBAND CONNECTIVITY

- 26.1 Each flat shall be provided with piped gas supply through a specially setup network of pipes connected to a common gas line in the complex, subject to its technical feasibility. The cost of setting up such network shall be borne by each of the Flat owners on pro-rata basis, as and when demanded by the Developer. The Allottee shall also have to pay such connection as well as consumption charges relating to the said facility as may be decided later on by the Developer.
- 26.2 For availing the facility of Power Backup the Allottee shall have to pay Rs. _____ / (Rupees _____) (Power _____) KVA of power backup required by him, as per valuation/installation charges. The consumption charges shall also be payable at mutually agreed rates as may be decided later on.
- 26.3 Each flat shall be provided with Broadband Connectivity for computer applications, through a well laid network of cables. The cost of installing such network shall be borne by the Developer. This facility shall be optional one and in case Allottee chooses to avail the same, he shall have to pay installation/activation charges as well as usage charges on such line as may be determined later on.
- 26.4 The Allottee shall also pay appropriate charge for provision of any utility facility not specifically mentioned herein as may be required by any guidelines or considered appropriate by the Developer.

27. GENERAL

- 27.1 The Allottee shall not be entitled to waive terms and conditions of allotment on the ground of want of maturity even if any stipulations therein are held to be waiving mutually.
- 27.2 All written Communications/requests required to be sent to any party shall be sent through Registered Post/Registered mail at the addresses available with them. Any change in the address of any party shall immediately be intimated by a formal letter in writing. Failing which, sending the Communications/notice at the last known address will be a sufficient Compliance of interest, except and the party shall not be entitled to raise a legal suit or claim for non-receipt of a communication on such last known address.
- 27.3 In the case of Joint Addressed Communication, the same shall be sent by the Developer to the Addressee whose name appears first at the address given by him/her, which shall be a proper service as served on all the Flat Addressees.
- 27.4 The Developer reserves the right to transfer the ownership of the said Complex in whole or in part to any other entity such as partnership firm/body corporate, association or agency by way of transference or otherwise as may be decided by the Developer in its sole discretion and the Allottee shall not raise any objection in this regard.
- 27.5 For all intents and purposes singular includes plural and masculine gender includes the feminine gender. These expressions shall also be deemed to have been modified and read suitably whenever the Allottee is Joint Stock Company or any other body corporate or organization or an institution.

Yours Faithfully
For Sangwan Heights Pvt. Ltd

I/We hereby accept the allotment on the
terms & conditions mentioned herein above.

Allottee(s)
Signature

1.
2.

Authorised Signatory

ANNEXURE 'B'

BASIC SALE PRICE	Rs. /-
PLC	Rs. /-
FFC	Rs. /-
EDC/ADC	Rs. /-
CAR PARKING (Covered/Open)	Rs. /-
ELECTRICAL CONNECTION CHARGES	Rs. /-
POWER BACK-UP (1 KVA)	Rs. /-
(IFMS) INTEREST FREE MAINTENANCE SECURITY	Rs. /-
ELITES CLUB MEMBERSHIP REGISTRATION CHARGES	Rs. /-
TOTAL PRICE OF FLAT	Rs. /-
	(Rupees)

PAYMENT DETAILS

Payment already received Rs. /- (Rupees)

Balance amount payable as per payment plan Rs. /- (Rupees)

Service Tax Applicable (01/07/2010)

Note: On possession Applicable Charges plus Stamp Duty & Registration fee extra shall be paid by the buyer

SPECIFICATIONS

Kitchen	Green Marble counter with one sink
Bathroom/Sanitary Fitting	Chromium Plated - Classical Range/White Ordinary
Internal Finish	Plaster with OBD
Internal Electrification	Copper Cables in PVC conduits, Snoop and Switches
Internal Communication Network	Provision of T.V., Telephone & Inter Com
Org & Dining/Bedroom Flooring	Imported vitrified/Ceramic Tiles
Main Entrance/Other Doors	One Side Teak/Flush Door with Enamel
Windows	Aluminum/Wooden Door Window Assembly
Super Structure	Earthquake resistant RCC Frame
Masonry	Flyash Bricks/Red clay Bricks
External Finish	Plaster with Apex Finish
Electric Connections	Single Phase Meter

MODE AND TERMS

All payment should be made in the name of "SANGWAN HEIGHTS PVT. LTD."

The above allotment is subject to the standard terms & conditions of the company.

For Sangwan Heights Pvt. Ltd.

Allottee(s)

Signature

1.

2.

Authorised Signatory

File No. (.....)

Dated

ANNEXURE 'C' **Down Payment Plan**

(Schedule for Payment)

At the time of booking	10% of Basic Cost
Within 30 days	85% of Basic Cost
At the time of Possession:	5% of Basic Cost + PLC + FFC + EDC/ADC + Parking + FCC
	+ Power Back Up + FMS + Club Membership Fees
	Along with Applicable charges imposed by Govt.
	if any plus Stamp Duty

Construction Linked Payment Plan

(Schedule for Payment)

At the time of booking	10% of Basic Cost
Within 45 day of booking	10% of Basic Cost
On commencement of raft/foundation	10% of Basic Cost
On casting of 1st Floor slab	5% of Basic Cost
On casting of 3rd Floor slab	5% of Basic Cost (25% Additional Charges)
On casting of 5th Floor slab	10% of Basic Cost
On casting of 7th Floor slab	5% of Basic Cost (25% Additional Charges)
On casting of 9th Floor slab	10% of Basic Cost
On casting of Top Floor slab	5% of Basic Cost (25% Additional Charges)
On completion of brick work	10% of Basic Cost
On completion of internal plaster	5% of Basic Cost (25% Additional Charges)
On completion of internal floor laying	10% of Basic Cost
At the time of Possession	5% of BSP Stamp Duty & any other Govt. & Statutory Levies/Charges

Flexi Payment Plan

(Schedule for Payment)

At the time of booking	10% of Basic Cost
Within 45 day of booking	30% of Basic Cost
On casting of 3rd Floor slab	10% of Basic Cost
On casting of 6th Floor slab	5% of Basic Cost (50% Additional Charges)
On casting of 9th Floor slab	10% of Basic Cost
On casting of Top Floor slab	5% of Basic Cost (25% Additional Charges)
On completion of brick work	10% of Basic Cost
On completion of internal plaster	5% of Basic Cost (25% Additional Charges)
On completion of internal floor laying	10% of Basic Cost
At the time of Possession	5% of BSP Stamp Duty & any other Govt. & Statutory Levies/Charges

IN WITNESS WHEREOF, The parties hereto have set their hands on the day, month and year first written herein above in presence of the following witnesses.

EXECUTED AND DELIVERED BY THE WITHIN NAMED

Witness	Witness

For Sangwan Heights Pvt. Ltd.

Alottee(s)
Signature

Authorised Signatory

1.
2.