

ALLOTMENT LETTER

NAME:

.....

UNIT NO.:

.....



SIGNATURE *Street*
HIGH STREET COMMERCIAL
GOVINDPURAM

To,

1. Mr./Mrs./Ms/ _____
S/D/W/o _____
R/o _____

2. Mr. / Mrs. / Ms _____
S/D/o _____
R/o _____

Date:

Shop No.:

SUB: ALLOTMENT OF COMMERCIAL SHOPS IN THE PROPOSED "SIGNATURE STREET" HIGH STREET COMMERCIAL G-BLOCK ,
GOVINDPURAM, GHAZIABAD, UTTAR PRADESH .

Dear Sir / Madam,

- a) This has reference to your application dated. booking of Shop in the proposed "SIGNATURE STREET" in area 4202.89 sq mtr approx, situated out of Plot G-Block, Govindpuram, Ghaziabad, Uttar Pradesh.
- b) The Company "M/s Aditya Durobuild Pvt. Ltd." a company incorporated under the Indian Companies Act. 1956, having its registered office at A-14, Kailash Colony New Delhi - 110048 (hereinafter referred to as "The Company" which expression shall include its assigns, successors etc. unless the subject and context requires otherwise)" proposes to develop the above High Street Commercial on its own behalf and has got Sale Deed of the land registered in its favour.
- c) AND WHEREAS you are fully satisfied with the said facts and the right and title of the company to make the allotment of the shop; the subject matter of this Allotment, and have applied to the Company for allotment of a Commercial shop by way of sale in the said housing complex mentioned above.
- d) In response to your application we are pleased to allot you shop no..... (Hereinafter referred to as the Said Shop) on Floor in having a super built up area of approximately Square feet in the said complex for a total consideration of Rs..... (Rupees..... only) calculated @ Rs. /- per sq. ft. for super built up area on the terms and conditions mentioned hereinafter:

The requisite allotment letter is being executed now incorporating the details embodied in the application form and terms & conditions of which form integral part of this allotment. This Allotment is subject to the terms and conditions as detailed below and shall prevail over all terms and conditions given in our brochures, advertisements, price lists and any other sale document. You are requested to quote the allotment no. in all future communications with us.

Company

Allottee/s

The Company hereby agrees to allot and the Shop Allottee hereby agrees to acquire the Said Shop as detailed below at the basic rate mentioned against it and upon the terms and conditions set out hereunder as mutually agreed by and between us hereto

Shop Type	Shop No.	Floor	Tower Block	Super Built up area approx (in sq.ft)	Basic Price (Rs. Per sq. ft.)	Floor PLC (Rs. Per sq.ft.)	PLC (Rs. Per sq.ft.)	Sale Consideration including PLC (Rs.)

Other charges as per summary of dues detailed in Schedule-I shall be payable by the Shop Allottee.

PAYMENTS

PAYMENT PLAN	CLP	Flexi	DP
Booking Amount	10%	10%	10%
within 45 days (from booking)	15%	20%	85%
On Start of Excavation	10%	35%	
Lower Ground Floor Slab	10%	5.0%	
Ground Floor Slab	10%	5.0%	
Upper Ground Floor Slab	10%	5.0%	
On completion of internal Plaster	10%	5.0%	
Flooring	10%	5.0%	
Shutter/Glass Fixation	10%	5.0%	
On Offer of Possession	5%	5%	5%

MANDATORY CHARGES
IFMS Charges - Rs. 100/sqft
Power Back up - 40000/KVA
EDC/IDC - Rs. 100/sqft
FFC - Rs. 50/sqft

The Allottee has opted for Payment plan and shall abide by this plan.

Company

Allottee/s

1. THAT If any Installment as per Schedule-I and detailed in Payment Plan above is not paid by the due date, the Company will charge interest @12% per annum compounded quarterly on the delayed payment for the period of delay. However, if the same remains in arrears for more than three consecutive installments or three months whichever is earlier, the allotment will automatically stand cancelled without any prior intimation to the allottee/s and the allottee will have no lien or right on the unit. In such a case, the amount deposited up to 15% of the basic Price of the unit, constituting the Earnest Money will stand forfeited and the balance amount paid, if any, will be refunded without any interest to the allottee only when the company shall be able to sell this shop no..... to any other third party and only when such full & final payment has been received by the company. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding three months by charging interest @ 12% per annum compounded quarterly and restore the allotment in case it has not been allotted to someone else by taking restoration charges as decided by the company. All the payments are subject to the realization of the cheque/ draft. All the payments including extra charges shall be paid at least 90 days before completion date.
2. THAT the Shop Allottee has already paid sum of Rs...../ - (Rupees..... Only) of the basic sale price of the shop at the time of booking for the purchase of the said shop, the receipt of which the Company hereby acknowledges and the shop allottee agrees to pay the remaining (i) sale price and all other charges as described in Schedule-I of payment annexed to this agreement, and (ii) all other sums that may become payable by the shop allottee on demand/s raised by the company from time to time; and in the manner indicated therein. Shop allottee has agreed and understands that the company is under no obligation to send demand letters / reminders for payments. Timely payment of dues is the essence of the contract.
3. THAT for preferentially located units, extra charges will be payable, if any.
4. THAT in case the applicant, at any time, desires for cancellation of the allotment, it may be agreed to though, in such a case, 15% of the Basic Price of the unit, constituting the Earnest Money will be forfeited and the balance, if any will be refunded without any interest, as and when the company sell this shop to any other third party.
5. THAT in case the allottee/s wants to avail of a loan facility from his employer or financial institutions to facilitate the purchase of the unit applied for, the company shall facilitate the process subject to the following:
 - (i) The terms of the financing agency shall exclusively be binding and applicable upon the allottee/s only and not upon the company.
 - (ii) The responsibility of getting the loan sanctioned and disbursed as per the 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, the payment to the Company, as per schedule, shall be ensured by the allottee/s, failing which, the allottee/s shall be governed by the provision contained in clause 1 as above.

6. THAT The Company shall issue offer of possession of the shop within 2 years from the date of allotment letter subject to timely receipt of the entire basic price, extra charges, registration charges, service tax and VAT. The possession of the shop shall only be given after execution of sale deed in favour of allottee.
7. THAT the allottee has accepted the proposed plans, designs, specification, shown to him which are tentative and are kept at the company's office and agrees that company may affect such variations, additions, alterations, deletion and modifications, therein as it may, deemed appropriate and fit or as may be done by any competent authority and the allottee hereby gives his unconditional and irrevocable consent to such variations/ additions/ alterations/ deletion and modifications. The allottee has also accepted the specification and information as to the material to be used and features in the construction of shop which are tentative and the company may make such variations and modifications therein, as it may, in its sole discretion deem fit and proper or may be done by any competent authority and the allottee gives his consent to such variations and modifications.
8. THAT Any additional / better specification / change in specifications for individual unit requested for by the allottee/s well in time may be provided only, if found technically feasible and it does not delay the project. Costs incurred on such account shall be charged extra as demanded by the company.
9. THAT the specification as explained to allottee are indicative only and that the Company may on its own alter / provide additional / better the specifications and or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons including non - availability of certain material of acceptable quality and price or due to popular demand or for reasons of overall betterment of the complex/individual unit. The proportionate cost of such changes will be borne by the allottee/s.
10. THAT the completion of the unit, under normal circumstances, will be done as per the said plans and specifications accepted by the allottee with such additions, deletions, alterations, modifications in the lay out, building plans, change in number, dimensions, height, size, area, or change of entire scheme the company may consider necessary or may be required by any competent authority to be made in them or any of them. In case of change in super area, the agreed rate and all other applicable charges will be payable for the changed super area. If the company is liable to pay due to reduction in super area, the company shall be liable to refund without interest only the extra basic price and other pro-rata charges without interest. THAT the completion of the unit, will be done subject to receiving the entire cost and other payments as per the terms of allotment. However if the allottee/s opts to pay in advance of schedule, a suitable discount may be considered but the completion schedule shall remain unaffected.
11. THAT the drawings shown in the sale documents are subject to changes by the Architectural Consultants to the Company before or during the course of construction without any objection or claim from the allottee/s. Within the agreed consideration cost, the Company shall complete all the civil work, plumbing, sanitary work, joinery, painting, polishing &

internal electrification (excluding lighting fixtures, bulbs, tubes, fans, geysers etc.). The unit shall, in particular, comprise of specifications as mentioned in the specification Sheet

12. THAT the following facilities will be provided by the company on extra payment:

- (i) Expenditure in obtaining clearance from Fire Department and provision of fire-fighting system equipment as per statutory requirements shall be payable by the allottee as per the price list or rates as decided by the company. The Fire Fighting Equipment and Fire Prevention Measures which are required within the shop and which become necessary on account of any interior decoration / partition or heat load created by the Allottee shall be installed by the shop Allottee at his own cost and he will obtain necessary permission in this regard from the authority / authorities concerned.
 - (ii) Expenditure on the provision of Video door phone, CCTV Camera, common Satellite TV system including cabling, telephone system intercom system or any other common facility. The same shall proportionately be borne by the shop allottees.
 - (iii) Expenditure on the provision of LPG System, if required shall be borne by shop allottees on prorata basis.
 - (iv) The stand-by generator for running the lifts, water pump shall be provided by the Company without any extra cost but common generator lines or any other power back-up system provided within units, the same shall be charged extra at a rate intimated by the Company. The running costs of the power back-up systems to the shop shall proportionately be borne by the allottee/s over and above the general maintenance charges as per the rates decided by the company.
 - (v) The cost of External Electrification of the complex, which includes proportionate cost of substation, cost of transformer, main electrical panel and cost of cables up to the distribution box / junction, will be paid by the allottee/s as per the allotment letter. The Meter charges as outlined and mentioned shall be payable by the allottee. If the company as per governing laws has to take single power connection for all shops then the cost of taking connection plus cost of installing individual submeters for each shop shall be proportionately distributed and shall be borne by all allottees.
 - (vi) IDC/EDC cost for development all within the boundary of the plot as outlined, for the internal and external development within the 4202.89 sq mtrs of the Group Housing project such as roads, sewer, drainage, water, rain water harvesting, landscaping, boundary, etc shall be payable by the allottee as per the price list or rates as decided by the company.
 - (ix) Any other facility which are mentioned in the rate list or any new facility added on, at the time of construction shall be duly charged as per the company's norms and rate list.
13. THAT if the construction of the shops is delayed due to force majeure circumstances, which inter alia include delay on account of non availability of steel or cement or other building materials, or water supply or electric power or slow down or strike or due to a dispute with construction agency, civil commotion, or by reason of war or enemy action or earth quake or

any act of God, delay in certain decisions/ clearances from statutory board, or if non delivery of possession as a result of any notice, order, rules or notification of the government and/ or any other public or competent authority or for any other reason beyond the control of the company and in any of the aforesaid event, the company shall be entitled to a corresponding extension of the time of delivery of the said premises on account of the force majeure circumstances.

14. THAT The company as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the company, so warrant the company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatever shall be claimed by the allottee(s) for the period of delay/suspension of the scheme. In consequence of the company abandoning the scheme, the company's liability shall be limited to the refund of the amount paid by the allottee without any interest. No compensation whatsoever shall be payable.
15. THAT on completion of complex / offer of possession, whichever is earlier, an Interest-free Maintenance Security (IFMS) deposit toward the maintenance and upkeep of the complex shall be payable by the allottee/s to the Company. The amount to be deposited as IFMS and contribution to the Replacement fund will be intimated to the allottee/s by the company calculated on the super built up area basis. The date of commencement of monthly maintenance charges for upkeep of the complex or part thereof shall be effective from the date of issue of offer of possession to the allottee by the company. The maintenance charges will be reckoned from that date. Further, the monthly maintenance charges as determined and intimated to the allottee/s, from time to time by the Company or its nominated maintenance agency, shall be payable by the allottee/s within 7 days. In case of delay in receipt of monthly maintenance charges within this period interest @ 18% shall be charged for the period of delay. Further, the Company can also recover the default in monthly maintenance charges from the IFMS of the allottee/s. Moreover, the Company/Allottee/s Association will be entitled to effect disconnection of services to defaulting allottee/s that may include disconnection of water/sewer, power/power backup, Piped gas connections if any and debarment from usage of any or all common facilities within the complex. The Company reserves the right to enhance the maintenance amount payable by way of one time, otherwise, there shall be annual increase of 10% annual or monthly charges. The Company shall maintain the complex on its own or through an external agency as it deems fit. The amount of IFMS with the company would be the original amount minus deductions toward any default in payment of recurring maintenance charges, if any. The Company may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard. The allottee/s agrees to sign the "Maintenance Agreement, if at all required, with the Company or with the agency undertaking the maintenance activity.

The Allottee also undertakes to execute a separate agreement with the company or nominated maintenance agency in the usual format which has been seen and approved by the Allottee.

16. THAT the maintenance of the commercial unit including all walls and partitions, sewers drains, pipes, terrace areas shall be the exclusive responsibility of the allottee/s from the date of the possession. Further, the allottee/s will neither himself do not permit anything to be done which damages any part of the building, the staircases, shafts, common passages, adjacent unit/s etc. or violates 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 incurred in rectification from the allottee/s security deposit.

17. THAT the IFMS shall become payable from the date of offer of possession by the Company, whether or not the allottee/s takes possession of his unit. In case of delay in payment of IFMS beyond 30 days interest @ 18% p.a. shall be charged for the period of delay.
18. THAT it shall be incumbent on each allottee/s to form and join an Association comprising of the allottee/s for the purpose of management and maintenance of the complex.
19. THAT the common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided for organizing meetings and small functions, the same shall be used on charges payable as fixed by the company and only after the written approval from the Company and the concerned Maintenance Agency.
20. THAT the allottee/s will allow the complex maintenance teams to have full access to and through his shop, balcony and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.
21. THAT the project is being executed by the Company on free hold land for development of commercial project on the said land. The Sale Deed of the shop will be executed in favor of the allottee/s by the Company. That upon the execution of the Sale Deed the allottee/s will be bound by the terms of the Ghaziabad Development Authority.
22. THAT all taxes or charges, present or future, on land, building and services levied by any authority from the date of booking shall be borne and paid by the allottee/s. That if in future, GDA raises any further demand for this land, for compensation of farmers or any other reasons, then the extra amount on account of this shall be charged / shared on pro rata basis from all the allottee/s.
23. THAT the Company shall be responsible for providing internal / external services within the complex which include laying of roads, water lines, sewer lines, electric lines and landscaping. However, services outside the boundary like water supply network, sewer, storm water drains, roads, electricity outside the complex are to be connected to the internal/external services from our project are to be provided by GDA.
24. THAT all terms and conditions of Allotment between the company and GDA will be mutatis mutandis applicable to the allottee/s.
25. THAT the Sale Deed of the Shop shall be executed in favour of the Shop allottee/s by the Company after the entire payment and dues in respect of the allotment are cleared by the allottee/s.
26. THAT all Taxes, expenses, stamp duty, registration charges, any extra charges / fees as demanded by GDA and other incidental and legal expenses etc. toward Sale Deed, including documentation etc will be borne by the allottee/s. If the

Company incurs any expenditure toward the registration of the Shop, the same will be reimbursed by the allottee/s to the company. In case the stamp duty or other charges payable by the allottee/s to the authority at the time of registration is discounted due to reason of prior payment of some/ all charges by the Company, such discount availed by the allottee/s shall be reimbursed to the Company prior to registration. That all charges such as Service Tax, Value Added Tax (VAT), stamp duty / registration charges etc. are all the government charges and shall be paid by the allottee. Any new/variable taxes payable, present or future which shall be levied on land, building, construction or selling of Shops from the date of booking shall be borne & paid by the allottee/s.

27. THAT the allottee/s shall get exclusive possession of the built-up area of his unit and will be transferred the title of this area along with proportionate undivided share in the land under his block through a Sale Deed. The allottee/s shall have no right, interest or title in the remaining part of the complex except the right of ingress and egress in the common areas like corridors, staircase, lobby, lift area and approach road. These and the land for other common facilities shall remain the property of the Company and subject to these, the allottee/s shall be governed by The U.P. Regulation Act, 1976 and GDA. The right of usage of common facilities is subject to observance by allottee/s of covenants herein and up to date payments of all dues. The allottee shall not have any right to use Terrace, the right to use/sell part or full terrace shall remain with the company.
28. THAT No construction, either permanent or temporary, shall be allowed in common areas. The maintenance of these areas shall be the exclusive responsibility of the allottee/s and the right of way shall be duly provided to the maintenance team or the company officials as and when required.
29. THAT for computation purposes, the units are being allotted on the basis of super built up area, which means and includes built-up covered area of the unit plus walls, open / closed proportionate share of area falling under corridors, stairs, passages, walls, open / closed shafts on each floor, lobbies, projections and architectural features, machine rooms, lifts wells on each floor and rooms, munties, over head water tank & under ground water tank, parking, common lobbies and toilets, circulation and refuge areas, guard room, balconies, Air handling unit room on floors, fire control security rooms, if any and other common spaces within the blocks of the complex. The built-up/ covered area of the unit includes the entire carpet area of the unit, internal circulation area and proportionate area under internal and external walls and balconies. The built up area shall be measured from outer edge of the wall if it is not common and from center of the wall if it is common. The method of calculation of super area shall be binding upon all the parties. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating saleable/super area of the unit, it is reiterated and specifically made clear that it is only the covered area of the unit that has been agreed to be sold and to which the allottee/s will have exclusive right and the inclusion of the common areas in the computation does not give any title thereto as such to the allottee/s.
30. THAT the final super built up area of shops will be intimated after final physical measurement after construction. In case of variation in actual super built up area vis-a-vis booked super area, necessary adjustments in cost, plus or minus, will be made at the rate prevalent at the time of booking. Super built up area may vary without any change in built-up area of dimensions of the shops.
31. THAT the sizes given in plans are tentative and can be modified due to technical and other reasons, such as change in

position or design of the unit, number of the unit, its boundaries, increase in no of floors of the building dimensions or its area or increase in the FAR. The Company Shall be liable only for cost adjustments arising out of super built up area variations and not liable for any claim or damage etc.

32. THAT in case a particular unit is omitted due to change in the plan or the Company is unable to hand over the same to the allottee/s for any reason beyond its control, the Company shall offer alternate unit of the same type and in the event of non-acceptability by the allottee/s or non-availability of alternate unit, the Company shall be responsible to refund only the actual amount that is received from the allottee/s till date and will not be liable to pay any damages or interest to the allottee/s whatsoever. In case any preferentially located unit ceases to be so located, the Company shall be liable to refund extra charges paid by the allottee/s for such preferential location without any damages or compensation. Further, that the layout shown in the sales literature is tentative and is subject to change without any objection from the allottee/s
33. THAT the possession of the said premises is likely to be delivered by the company to the allottee within a reasonable period after the final construction at the site, subject to force de Majeure circumstances & on receipt of all payments punctually as per agreed terms and on receipt of complete payment of the basic sale price and other charges due and payable up to the date of offer of possession and within a reasonable period after execution of the Sale Deed.
34. THAT the possession period agreed upon is only indicative and the company may offer possession before that date. In case of early possession, the balance installments and any other sums due shall become payable immediately. The allottee/s has to take possession of the unit within 60 days of the written offer of possession from the company failing which the unit shall lie at the risk and cost of the allottee/s. In case of delay in possession of the unit to the allottee/s, the Company may pay to the allottee/s compensation at the rate of 12% per annum on the amount received from the allottee for the period of delay, subject to the timely receipt of payment from allottee/s as per agreed payment plan on due time, which otherwise shall become non payable in case the payment is not made on time. The time for offer of possession shall be considered as 2 years from the date of allotment and further six months grace period time for which the delayed compensation shall not be payable i.e., no compensation for delay shall be payable for Three years from the date of allotment.
35. THAT The allottee/s has to make full and final payment of the balance amount and after making due payments, take possession of the unit within 45 days of the written offer of possession from the Company failing which the unit shall lie at the risk and cost of the allottee/s. In the event of his failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit for purposes of payment of maintenance charges or any other levies on account of the allotted unit, but the actual physical possession shall be given on payment of all outstanding payments as demanded by the Company. Further the allottee/s shall be liable to pay Holding Charges at the rate of Rs. 50/- per sq ft per month of the total shop area or at the rates to be intimated by the Company from time to time. In addition to his proportionate share of all the other charges such as maintenance charges, power supply & power back up charges, to the Company for the period of delay in taking over actual possession of the unit after the expiry of the said period of 45 days from the offer of possession. That the allottee shall first clear the full payments on offer of possession and then within 60 days time of making full payment, the actual physical possession shall be delivered in which time the company shall get the

final coat of painting, C.P. fittings, MCB fixing, Meter Fixing etc. done in the allottees shop after the clearance of all dues to the company. Also in case the full and final payments are not made on the offer of possession, then the company shall get the final coat of painting, C.P. fittings, MCB fixing, Meter Fixing etc. done after the payment has been made and holding charges shall be applicable accordingly.

36. THAT the allottee/s after taking possession of the unit, shall have no claim against the Company in respect of any item of work in the unit, which may be said not to have been carried out or for non- compliance of any designs, specifications, building material or any other reason whatsoever.
37. THAT After taking the notional physical possession of the shop by the allottee, the allottee shall be free to get all the additional works done in his shop as he wishes. The allottee shall duly bear with any delay on account of delay in getting completion by the GDA and thereafter the execution of Sale Deed.
38. THAT the basis of calculating the proportionate charges payable by any allottee/s will be in the proportion of the super built up area of his unit to the total super built up area of all units affected by that charge.
39. THAT the address given in the application form shall be taken as final unless any subsequent change has been intimated under Regd. A/D letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by that allottee/s.
40. THAT in case there are joint allottees, all communications shall be sent by the company to the allottee whose name appears first and at the address given by him which shall for all purposes be considered as served on all the Allottees and no separate communication shall be necessary to the other name allottee(s). The Allottee has agreed to this condition of the Company. It shall be the responsibility of the shop Allottee to inform the Company by a Registered (A.D) letter about all subsequent changes, if any, in his address, failing which all communications and letters posted at the first registered address will be deemed to have been received by him at the time when those would ordinarily reach at such address and the Allottee shall be fully liable for any default in the payment and other consequences that may occur there from. It shall be the responsibility of the allottee to make due payments to the company on its becoming due within 10 days period.
41. THAT the Company shall have the right to raise finance from any bank / financial Institution/ Body Corporate and for this purpose create equitable mortgage against the construction or the proposed built up area in favour of one or more Financial Institutions and for such an act the allottee/shall not have any objection and the consent of the allottee's shall be deemed to have been granted for creation of such charge during the construction of the complex. Notwithstanding the foregoing, the Company shall ensure to have any such charge, if created, vacated on completion of the complex and in case, before transfer/conveyance of the title of the unit to the allottee/s.
42. THAT the Shop Allottee hereby undertakes that he shall abide by all laws, rules and regulation applicable to the said premises as defined by the company from time to time.

43. THAT At present the layout and specifications are prepared keeping the current allowed F.A.R. If in future F.A.R. increases by the GDA the company have a right to effect suitable and necessary alterations in the layout plan, if and when necessary. This increase may involve all or any of the changes, namely change in the position of shop, increase in number of shops or additional floors, dimension, height, size, area layout or change of entire scheme.
44. THAT If in future the GDA charges any extra amount from the company on account of giving extra compensation to farmers it shall be shared on pro rata basis from all allottees.
45. THAT it shall be the duty of the allottee to get his shop fully insured by the insurance company / bank, so as to secure his nominee in case of any mishappening. In the absence of insurance & in case the nominee is not able to pay the subsequent installment to the company, the company shall have right to sell the concerned shop & refund back the nominee the amount as paid as per the terms & condition already defined.
46. THAT the allottee/s agrees to furnish his Permanent Account Number (PAN) or Form 60, as the case may be, within 30 days from the date of execution of this Allotment Letter, if not furnished earlier.
47. THAT the allottee/s may undertake minor internal alterations in his unit only with the prior written approval of the Company. The allottee/s shall not be allowed to affect any of the following changes alterations:
- (i) Changes which may cause damage to the structure (columns, beams, slabs etc.) of the block or the unit or to any part of adjacent units. In case damage is caused to an adjacent unit or common area, the allottee/s will get the same repaired failing which the cost of repair may be deducted from the allottee/s IFMS.
 - (iii) Making encroachments on the common spaces in the building
 - (iv) That the shop Allottee shall not use the said premises or permit the same to be used for purpose other than the purposes sanctioned as per Govt. regulations or as may be earmarked in the zoning/ building plan sanctioned as per Govt. regulations or as may be earmarked in the zoning / building plans sanctioned by the competent authority or use for any purpose which may or is likely to cause nuisance or annoyance to the occupier of "SIGNATURE STREET" or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said premises which tend to cause damage to any flooring or ceiling of any premises above, below or in any manner interfere with the use thereof or of space, passage or amenities available for common use. The Allottee shall not use the premises for any activity residential or otherwise except for commercial purposes only.
48. THAT the shop Allottee shall only put up name or sign board, neon sign, publicity or advertisement material etc on the external façade of the building or anywhere on the exterior of the building only after taking written approval of the sizes of these signboards from the company and shall not change color scheme of the outer walls or painting of the exterior side of the doors and windows etc or carry out any change in the exterior elevation or design.

prescribed by the company shall be payable by the allottee/s to the Company. However, transfer of unit shall only be possible after the allottee has made minimum forty percent payment or at the time of transfer, the allottee has made upto date payments. Also after the possession, the allottee shall have to take No dues certificate from the company after clearing any dues & other transfer / file charges.

(B) THAT any addition or deletion or modification in Allotment Letter of the unit may be considered by the company upon payment by the allottee/s of fee prescribed for the purpose.

50. THAT the development of the premises is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government, Court of Law, Public Competent Authority or any other reason beyond the control of the Company & any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company will be entitled to use alternative/substitute materials without any claim from the allottee/s.
51. THAT in case of NRI buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 And any other law as may be prevailing shall be the responsibility of the allottee/s and not of the company.
52. THAT the amount paid by the allottee/s to the Company to the extent of 15% of the Basic Price of the unit shall constitute the Earnest Money which may be forfeited in case of non-fulfillment of the terms of allotment.
53. THAT the allottee/s has fully satisfied himself/herself about the interest and the title of the Company in the said land on which the unit as part of a group housing scheme is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the allottee/s in this respect.
54. THAT the Allottee has full knowledge of all the laws, notifications and rules applicable to this area in general and of such projects in particular which have also been explained by the company and understood by him/her.
55. THAT the allottee/s agrees and undertakes that he shall, on taking possession of the unit or before, have no right to object to the Company constructing or continuing to construct other buildings adjoining the said buildings. The allottee/s agrees that in case at any stage further construction in the complex becomes possible, by increase of F.A.R. the Company shall have sole right to undertake and dispose of such construction without any objection or claim from the allottee/s and any changes in the layout / height / unit size/ common areas etc. shall be fully acceptable by the allottees and the allottees in such cases will have no right to question the same. That the allottee herewith gives his consent to the increase of no. of floors / shops in the building and declares that he has no objection to the increase in height , no. of floors / shops on account of additional FAR as granted by the GDA.

Company

Allottee/s

56. THAT all charges payable to various department for obtaining service connections to the commercial unit like electricity/ESS, telephone, water, sewer etc. including security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the allottee/s on pro rata basis.
57. THAT if the Shop Allottee has to pay commission or brokerage to any person for services rendered by such person to him whether in India or outside India for acquiring the said unit for the Allottee, the Company shall in no way whatsoever be responsible on such account and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the company for the said premises. Also, if the allottee has purchased the shop from the company through broker, then at the time of surrender, the allottee has to obtain N.O.C. / Consent letter from the respective broker & then only surrender of shop shall be acceptable by the company. In such a case, company shall sell the shop to any other person & then from that sale, refund back the money to the concerned allottee after deduction of earnest money and brokers commission already due or paid.
58. THAT for all intents and purposes, singular includes plural and masculine includes feminine.
59. THAT all disputes or disagreements arising out of in connection with or in relation to this allotment shall be mutually discussed and settled between the Parties.
60. THAT in case of any dispute between the co-allottee/s, the decision from the competent court shall be honored by the Company.
61. THAT the Allottee shall abide by all Laws, Bye laws, rules and regulations of the Ghaziabad Development Authority, local bodies and shall be responsible/ liable for all defaults, violation or breach of any of the conditions, levies or rules and regulations as may be applicable.
62. THAT the courts at Delhi alone shall have jurisdiction for adjudication of all matters arising out or in connection with this agreement.

For ADITYA DUROBUILD PVT. LTD.

(ALLOTTEE/S)

(Authorised Signatory)

1st applicant

2nd applicant

Witnesses 1:

Witnesses 2:

Company

Allottee/s

NOMINATION FORM

I, S/D/W of
applicant of Shop No. hereby nominate
aged years who is my and whose address is
..... as the person to whom the said shop shall be
transferred in the event of my death.

Executed by me this day of , 20

Specimen Signature / Thumb impression of Nominee

1.

2.

Witness:-

Signature of the applicant / Allottee

Signature:

Full Name:

Occupation:

Address in full:

Company

Allottee/s

SUMMARY OF DUES:

SCHEDULE - I	AMOUNT (RS.)
1. Basic Sale Price per sq. ft. @ Rs...../-/-
2. PLC per sq. ft. @ Rs...../-/-
3. Rebate (in case of flexi/ down payment)/-
4. EDC/IDC/-
5. Fire Fighting Charges/-
6. Power Back-up Charges/-
	Sub Total
7. Meter Charges	Extra as applicable
8. Registration / Stamp Duty Charges	Extra as applicable
9. Service Tax, VAT and Any Other Charges	Extra as applicable
	Total
/-



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