

This Stamp Paper of Rs. 100/- forms Part & Parcel of the Allotment Letter issued by **M/s PANCHSHEEL BUILDTECH PVT. LTD** (CIN NO.: U45200DL2006PTC156772), A Company incorporated under the Companies Act, 1956 having its **Regd. Office at G-124, Shop No 5, Dilshad Colony, Delhi-95 and Corporate Office at H-169, Sector-63 ,Noida - 201.....** (hereinafter referred to as the COMPANY, which expression shall its assigns and successors etc. unless the subject and context requires otherwise) of the one part, in favour of

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(Hereinafter referred to as the ALLOTTEE, which expression shall include his/her assigns and successors etc. unless the subject and context requires otherwise) of the other part.

for

Apartment No.:; Type.: **HIG (3 BED+ 3 TOILET)**; Floor.:**3rd**; Block.:; Saleable/Leasable Area.:**C sq. ft.**; Builtup Area.: **1267.90 sq.ft.**; in the project known as **PANCHSHEEL - PEBBLES** situated on **PLOT NO.- GH-1(18A), SECTOR - 3, VAISHALI, GHAZIABAD. U.P**

PANCHSHEEL - PEBBLES

ALLOTMENT LETTER

Date : 09-Jun-2018

To,

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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(Sole / First Applicant)

(Co-Applicant)

Dear Sir / Madam,

This is with reference to your request and application no. [REDACTED], dated [REDACTED] with **M/S PANCHSHEEL BUILDTECH PVT. LTD** (CIN NO.: U45200DL2006PTC156772), for having its Regd. Office at G-124, Shop No 5, Dilshad Colony, Delhi-95 and corporate office at H-169, Sector-63, Noida - 201..... (hereinafter referred to as the Company) for allotment of a residential Apartment in **PANCHSHEEL - PEBBLES at PLOT NO.- GH-1(18A), SECTOR - 3, VAISHALI, GHAZIABAD. U.P.**

We are pleased to inform you that we have allotted you an Apartment in "**PANCHSHEEL - PEBBLES**", situated at PLOT NO.- GH-1(18A), SECTOR - 3, VAISHALI, GHAZIABAD. U.P as per detail below.

This allotment is subject to the terms and condition detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document.

APARTMENT DETAILS:-

Type : **HIG (3 BED+ 3 TOILET)** ;Apartment No. :; Floor :**3rd**; Block/Tower :.....; Saleable/Leasable Area : **1685sq.ft.**;
Builtup Area : **1267.90 sq.ft.** situated in "**PANCHSHEEL - PEBBLES**" on **PLOT NO.- GH-1(18A), SECTOR - 3, VAISHALI, GHAZIABAD. U.P** (hereinafter referred to as "The Apartment").

COSTING INFORMATION (AFTER GST INPUT CREDIT DISCOUNT)

Description		Amount (Rs.)
Basic		
EEC		
FFC		
COVERD CAR PARKING-1		
1 KVA POWER BACKUP		
CLUB MEMBERSHIP		
Total		

Amount in words(Rupees Eighty Five Lac Twenty Six Thousand One Hundred Only)

Note :- FOC means " Free of Cost "

BASIC AMOUNT SHOWN AFTER GST INPUT CREDIT DISCOUNT Rs.741400

Details of Amount Paid :

Description	Amount (Rs.)

(The Allotment Letter is subject to realization of the booking amount cheque/draft.)

PAYMENT PLAN : DOWN PAYMENT(10:80:10)

Milestone Name	%	Description	Amount(Rs.)
At the time of booking	10.00	BSP	
Within 60 Days from the date of booking	80.00	BSP	
On offer of Possession	10.00	BSP	
Total			

Note :- Taxes will be payable extra, as per applicable rates.

POSSSION

Possession of the Apartment will be given in, subject to the receipt of the entire Basic Price, extra charges, registration charges and any other charges as may be intimated by the Company.

Further the possession of the Apartment will be given after the execution of the Sale Deed/Sub Lease Deed in favour of the allottee.

Note:

Extra charges, which are over and above the basic price as mentioned in various clauses of this Allotment Letter shall become payable within 30 days from the date of demand which shall formally be 45 days from the date of offer of possession.

The installment call notice given by the Company shall be to the effect that installment has become due as stated above shall be final & binding. It is also made clear that timely payment of all installments is essence of this allotment.

The measurement of the area is approx 1 sq.mtr. = 10.764 sq.ft. (10.764 sq.ft. = 1.0 sq.mtr. = 10⁶ sq.mm.)

Terms & Condition

WHEREAS the Company is developing Group Housing Project by the Name of PANCHSHEEL - PEBBLES on the Purchased land located at undivided and impartible total land admeasuring 7768 SQ. Mtr. PLOT NO.- PLOT NO.- GH-1(18A), SECTOR - 3, VAISHALI, GHAZIABAD. U.P

ANDWHEREAS under the company has obtained all requisite license, permission and approval etc. for developing Group Housing Project by the name of PANCHSHEEL - PEBBLES from the Ghaziabad Development Authority.

NOW THIS ALLOTMENT AGREEMENT WITNESSETH AS UNDER:

A. PAYMENTS

1. That the timely payment of installment as indicated in the payment plan is the essence of the scheme. If any installment as per the schedule is not paid by the due date, the Company will charge applicable interest/delay charges on the delayed payment for the period of delay. However, if the same remains in arrear for more than 30 Days, the allotment will automatically stand cancelled without any prior intimation to the allottee and the allottee will have no lien on the unit. In such a case earnest money of the total basic price of the unit will stand forfeited and the balance amount, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment by charging applicable interest and restore the allotment in case it has not been allotted to someone else on the waiting list. In such a situation, an alternate unit if available may be offered in lieu of the same.

2. That in case the allottee, at any time desires for cancellation of the allotment, it may be agreed to, though in such a case, earnest money of the total basic price of the unit will be forfeited and the balance, if any, will be refunded without any interest.

3. That in case the allottee wants to avail a loan facility from employer or any financial institution or any bank 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 only.

(ii) The responsibility of the getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the allottee. 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, failing which, the allottee shall be governed by the provisions contained in clause 1 above.

B. CONSTRUCTION AND COMPLETION

4. That the specifications shown in the specification sheet are indicative only and that the Company may on its own provide additional/better 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 (with the consent of Allottee in writing). The proportionate cost of such changes will be borne by the allottee.

5. That the completion of the unit will be done as per the completion date subject to receiving the entire cost and other payments as per the terms of allotment. However, if the allottee opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. In case the allottee insists for early completion of the flat the Company shall try to do the same. In such a case, the discount offered on advance payment shall proportionally be reduced but early completion of the unit shall in any case not be binding on the Company.

6. That the drawings shown in the sale documents are provisional and tentative and subject to changes by the architect/Company before or during the course of construction without any objection or claim from the allottee. Within the agreed consideration costs, the Company shall complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans and geysers etc.), external development (which inter alia includes laying of road, water lines, sewer lines and electric lines within the complex "**Panchsheel Pebbles**"). However the external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to the internal services are to be provided by the Competent Authorities. The unit shall, in particular, comprise of specification as mentioned in the Specification Sheet.

7. That the company will charge separately for the following facilities:

(i) The Expenditure on provisions of new firefighting system/equipment as per statutory requirements shall be shared by the Company

(ii) The stand by generator for running the lifts, tube well and water pumps shall be provided by the Company without any extra cost but if common generator lines or any other power back up system is provided within the residential units, the same shall be charged extra at a rate intimated by the Company. The running costs of the power back-up system to the independent units shall

be proportionally borne by the allottee over and above the general maintenance charges.

(iii) The Company may construct servant rooms or dormitories and storage spaces within the complex for desirous buyers. The consideration cost of these spaces will be charged extra at a rate notified at the time of offer.

(iv) The allottee shall be offered membership of the recreational club in the complex for which admission fees is extra. The allottee will not have any ownership right on the club or club lawn or pool. The allottee will have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.

(v) Car parking would be allotted as per car parking clause on 'first come first serve' basis. A separate agreement for car parking will be executed. One car parking is mandatory.

(vi) Stamp Duty and other incidental charges are to be paid directly to the competent authorities for registration and execution of sale deed.

(vii) Cost, security deposits, connection and allied charges for installation of electric meter, water meter, sewage connection, telephone connection etc.

8. The terrace rights of all the blocks are reserved with the Company. No construction shall be permitted on the terrace to the allottee. However the Company shall have the right to explore the terrace in case of any change in the F.A.R., carry out construction of further independent units in the eventuality of such change in the F.A.R. The allottee hereby agrees the right of the Company to use the staircase and other facilities for the construction of the additional independent units.

C. MAINTENANCE

9. The maintenance, upkeep, repairs, etc. of the building including the common lawns of the building/complex will be organized by the Company or its nominee. Security of common areas, entrance of building will also be arranged by the company or its nominee. However, security of individual apartment will be responsibility of the allottee. The Allottee agrees and consents to the said arrangement. The Allottee shall pay maintenance charges which shall be fixed by the Company or its nominee from time to time depending upon the maintenance cost. The Buyer has to sign a Maintenance Agreement with the Company or its nominee at the time of possession of the unit. In addition to the maintenance charges, there will be contribution to the Replacement Fund etc. Any delay in payments will result the allottee liable to applicable interest. Non-payment of any of the charges within the time specified will also dis-entitle the allottee to the enjoyment of common services including electricity, use of lifts, club, water etc. The allottee consents to this arrangement whether the building is transferred to the Association of the flats buyers or other body corporate and shall continue till such time as the builder terminates the arrangement.

10. That the maintenance of the residential unit including all walls and partitions sewers, drains, pipes etc. shall be the exclusive responsibility of the allottee from the date of the possession. Further, the allottee will neither himself do not permit anything to be done which damages any part of the building, the staircase, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities. The allottee 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.

11. The Allottee agrees to pay on demand taxes/Cess of any kind whatsoever, whether levied now or in future on land and /or Flat (s) as the case may be, from the date of allotment of the Flat and so long as each Flat is not separately assessed or such taxes for the land and/or buildings /tower (s), same shall be payable and be paid by the Allottee in a proportion to the area of the Flat(s). Such apportionment shall be made by the Company or any other its agency as appointed, as the case may be, and the same shall be conclusive, final and binding upon the allottee.

12. All rates, House Tax/ Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service Tax, Cesses, Levis, Sales Tax, Trade Tax, Metro Cess, VAT, ESI, PF and Taxes of all and any kind by whatever name called and development charges of the land of the Township and other charges whether levied or livable now or in future imposed by any Local Authorities, State Government, Central Government or Court shall be payable and be paid by the Allottee.

13. That the central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on cost sharing basis.

14. That the allottee will allow the maintenance teams to have full access to and through his unit for the periodic inspection, maintenance and repair of the service conduits and the structure.

15. The terrace rights of the block vests with the Company. However the allottee shall have the right to approach the terrace for maintenance of water tanks, antenna etc.

D. TERMS OF THE LICENSEE /Ghaziabad Development Authority (GDA)

16. That the project is being executed by the Company on freehold land purchased from Ghaziabad Development Authority. On

execution of the sale deed the allottee will be bound by all the terms and conditions of the sale deed in respect of the aforesaid project land.

17. That all the terms and conditions issued by the GDA to the Company will be mutatis mutandis applicable to the allottee.

E. POSSESSION:

18. That the possession of the independent unit shall be offered to the allottee only after the execution of the sale deed of the unit duly registered in favour of the allottee after receiving complete payment, other charges and issuance of "No Dues Certificate".

19. That all charges, expenses, stamp duty, official fees etc. towards sale deed including documentation, will be borne by the allottee. If the Company incurs any expenditure towards the registration of the unit, the same will be reimbursed by the allottee to the Company. In case the stamp duty or other charges payable by the allottee to the authority at the time of registration is discounted due to reasons of prior payment of some/all charges by the Company, such discount availed by the allottee shall be reimbursed to the Company prior to registration.

20. That for computation purposes, the units are being allotted on the basis of super area, which means and includes built-up covered area of the unit plus proportionate share area of area falling under corridors, stairs, passages, lobbies, projections and architectural features, lift wells and rooms, munties, common lobbies and toilets, circulation and refuge areas, balconies, 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 the outer edge of the wall if it is not common and from the center of the walls if it is common. The Method of calculation of the super area shall be binding upon all the Parties.

Notwithstanding the fact that a portion of the common space 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 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.

21. That the final super area of the flats will be intimated after final physical measurement after construction. In case of variation in actual super area vis-à-vis booked super area, necessary adjustments in costs, plus or minus, will be made at the rate prevalent at the time of booking. Super area may vary without any change in the built-up area or dimensions of the flats.

22. That the size given are tentative and can be modified due to technical and other reasons, e.g. change in position or design of the unit, number of the unit, its boundaries, dimensions or its area. The Company shall be liable only for cost adjustment arising out of super area variations.

23. That in case a particular unit is omitted due to change in the plan or the Company is unable to hand over the same to the allottee 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 or non-availability of the unit the Company shall be responsible to refund only the actual amount received from the allottee till then with the prevailing rate of bank interest, however Company will not be liable to pay any damages to the allottee whatsoever. In case any preferentially located unit ceases to be so located, the Company shall be liable to refund the extra charges paid by the allottee for such preferential location without any damages or compensation. Further the layout plans shown in the literature is tentative and is subject to change without any objection from the allottee.

24. 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 shall become due immediately. The allottee has to take possession of the unit within 45 days of the written offer of possession from the Company failing which the allottee shall be liable to pay watch and ward charges @ 0.10 % of the total cost of the flat per month. If the allottee fails to take over the possession within 3 months (after the expiry of 45 days as mentioned above) watch and ward charges @ 0.20 % of the total cost of the flat will be recoverable. Further maintenance charges as covered by 11 above shall become payable after the expiry of the said period of 45 days. In case of delay in possession of the unit after a extendable period of six months from the committed month of delivery to the allottee subject to force majeure and other circumstances, the Company shall pay to the allottee compensation @ Rs. 5/- per Sq.Ft. of the super area per month for the period of delay, provided that there should not be delay in any installment/payment at the end of the allottee.

25. That the allottee after taking possession of the unit, shall have no claim against the Company in respect of any item or work in the unit, which may be said not to have been carried out or for non-compliance of any design, specification, building material or any other reason whatsoever.

However the Company shall be responsible for a period not exceeding 6 months from the date of offer of possession, if any deficiency is observed in the said unit and the same shall be rectified by the Company. Further, if the deficiency is caused due to the fault of the allottee they shall not hold the Company responsible or liable for the same.

26. That the allottee hereby agrees and undertakes that after taking possession or receiving deemed possession of the said unit as the case may be, or at any time thereafter, have no objection to the Company constructing or continuing with the construction of

other building(s) adjoining the unit sold to the allottee.

27. That the independent unit under consideration shall be sold as an independent unit with impartible and undivided share in the land area underneath the plot; as well as the passages, stairs and corridors, overheads and underground water tanks and other common facilities.

F. GENERAL TERMS AND CONDITIONS

28. That the basis of calculating the proportionate charges payable by any allottee will be the proportion of the built up area of the unit to the total built up area of all units affected by that charge.

29. That the address given in the application form shall be taken as final unless any subsequent change has been intimated under registered A.D. letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the allottee.

30. That the allottee agrees to furnish Permanent Account Number (PAN) or Form No.: 60, as the case may be within 30 days from the date of execution of this allotment letter, if not furnished earlier.

31. That the allottee may undertake minor internal alterations in the unit only with the prior written approval from the Company. The allottee shall not be allowed to effect any of the following changes/alterations:

(i) Changes which may cause damage to the structure to the structure (Columns, beams, slabs etc.) of the block or the unit or to any part of adjacent unit. In case damage is caused to an adjacent unit or common area, the allottee will get the same repaired at own cost and expense

(ii) Changes that may affect the façade or common areas of the building e.g. changes in the windows, tampering with the external treatment, changing of wardrobe position, changing the paint color of the balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or paintings of signboards etc. In the interest of complex aesthetics, unauthorized display boards will be removed at the expense of the allottee.

(iii) Making encroachments on the common spaces in the building.

32. That the allottee shall not use or allow the unit to be used for any non-residential purpose or any activity that may cause nuisance to other allottee in the complex.

33. That in case of transfer of allotment/ownership of unit, a transfer fees as prescribed by the Company shall be payable by the allottee to the Company.

34. 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 and 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 costs including those material mentioned in the specification sheet, the Company will be entitled to use alternative/substitute material without any claim from the allottee.

35. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/Flats of the said complex, however, the sale deed in respect of the said Flat in favour of allottee will be executed and registered free from all encumbrances at the time of registration of the same.

36. Until a sale deed is executed and registered, the Company shall continue to be the owner of the Flat and also the construction thereon and this allotment shall not give to the allottee any rights or title or interest therein even though all payment have been received by the Company. the Company shall have the first lien and charge on the Flat for all its dues that may/become due and payable by the Allottee to the Company.

37. That in case of Non Resident Buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law prevailing shall be responsibility of the allottee.

38. That in case of joint Allottee, the Company may, at its discretion, without any claim from any person deems correspondence with any one of the joint allottee sufficient for its record.

39. That for all intents and purposes, singular includes plural and masculine includes feminine.

40. That all the disputes or disagreements in relation to this allotment shall be mutually discussed and settled between the parties.

41. Allottee has gone through the contents of the sale deed and the performance agreement in favour of the Company in respect of the said land and Allottee has fully satisfied self about the interest and the title of the Company in the said land on which the unit as a part of group housing is being constructed and has understood all limitations and obligations in respect thereof and there will be no objection by the Allottee in this respect.

42. That in case of any dispute between the co-allottee, the decision from the competent court shall be honored by the Company.

43. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Apartment, the same shall be referred to the sole arbitrator and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in Ghaziabad/Noida (U.P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Courts subordinate to it at Ghaziabad/Noida shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

Date : 09-Jun-2018

Place : Ghaziabad

For PANCHSHEEL BUILDTECH PVT. LTD

I/We hereby accept the allotment On the terms and conditions mentioned Herein above.

(Director)

(Signature of the Allottee/s)

WITNESSES:

1.

2.

PEBBLES SPECIFICATIONS SHEET

- 1. STRUCTURE** Earthquake resistant R.C.C. framed structure certified by IIT,Roorkee.
- 2. EXTERNAL FINISH** Combination of long-lasting paint.
- 3. INTERNAL FINISH** All internal walls plastered & painted in pleasing shades of Oil Bound Distemper.
- 4. DRAWING & DINING ROOM** **Floor:** Vitrified Tiles. **Walls/Ceiling:** Plastered and painted with pleasing shades of O.B.D.
- 5. MASTER BEDROOM** **Floor:** Vitrified tiles. **Walls/Ceiling:** Plastered and painted with pleasing shades of O.B.D.
- 6. OTHER BEDROOMS** **Floor:** Vitrified tiles. **Walls/Ceiling:** Plastered and painted with pleasing shades of O.B.D.
- 7. KITCHEN** **Floor:** Vitrified tiles. **Ceiling:** Plastered and painted with pleasing shades of O.B.D. **Walls:** Ceramic Glazed tiles up to 2ft. height above counter. **Platform:** Pre-polished granite platform with stainless steel sink.
- 8. TOILETS** **Floor:** Anti-skid Tiles. **Walls:** Ceramic Tiles up to door level. **Fittings & Fixtures:** All taps Chrome plated ISI Mark, Washbasin, W.C. in all toilets. Provision for hot & cold water.
- 9. BALCONIES** **Floor:** Anti-skid Tiles.
- 10. DOORS & WINDOWS** **Entrance Door:** Seasoned hardwood frame, teak veneer designer finish door (duly polished). **Internal Doors:** Flush doors. **External Doors & Windows:** Powder coated aluminium frame.
- 11. LIFT LOBBY** **Floor:** Vitrified tiles. **Walls:** Plastered and painted with pleasing shades of O.B.D. **Elevators:** 2 high speed elevators in each tower.
- 12. STAIR CASE** **Floor:** Marble flooring **Walls/Ceiling:** Plastered and painted with pleasing shades of O.B.D.
- 13. ELECTRICALS** **Wiring:** ISI Copper concealed wires in all Bedrooms/Drawing/Dining, Toilets & Kitchen. **Switches/Sockets:** Modular in all Bedrooms, Drawing/Dining, Toilets & Kitchen. **Intercom/TV:** Intercom facility & provision for DTH connection.
- 14. WATER SUPPLY** Underground and overhead water tanks with pumps for 24 hrs. Uninterrupted water supply.

NOTE :-

" LAYOUT & SITE PALN Attached herewith."