

include External Development Charges (EDC). The Allottee(s) hereby agree that he/she will pay the External Development Charges as and when demanded by the Developer or its nominee or any authority.

3. The cost of Electric and Water Service Connection is not included in the basic sale price of the said Residential Plot and shall be payable by the Allottee(s) in addition to the price of the Residential Plot. Further the Allottee(s) shall pay on demand to the Developer all amounts to be determined at the time of providing necessary connections to make arrangements for providing sewer and water connections from the mains laid along the road serving the Residential Plot.
4. The Electricity supply shall be obtained from appropriate authority/body and the Cost of the installation of sub-station/power house/transformers shall be paid extra by the Allottee(s) on pro-rata basis.
5. Apart from the internal services, if any outside (external and/or peripheral) services are provided by any Government or local authority and any charge is levied thereupon and/or any other charges are levied under any other head, the same shall also be payable in addition to the aforesaid price of the Residential Plot on pro-rata basis by the Allottee(s).
6. All other charges, cess or taxes whether levied now or leviable in future on the Residential Plot and or the building to be constructed on this Residential Plot, as the case may be shall be borne by the Allottee (s) from the date of application.
7. The Developer and Allottee(s) hereby agree that the payment made to the Developer by the Allottee(s), either with the application for provisional allotment or thereafter to the extent of **25%** of the Basic sale price of the said Residential Plot shall constitute earnest money.
8. Payment of installments due towards the basic sale price of the Residential plot will be made by the Allottee(s) at intervals as per the payment plan opted by him/her. Timely payment of installments is the essence of the terms of this Allotment Letter. If payment of installment is not received within the stipulated period given in the opted payment plan and/or in the event of breach of any of the terms and conditions of this Allotment Letter or those of the application by the Allottee(s) or, the Allotment can be cancelled at the sole discretion of the Developer and 20% of the basic Sale Price of Residential Plot, which constitute the earnest money, shall stand forfeited and the balance amount, if any, will be refunded without any interest on receiving the original documents from the Allottee(s) and after compliance of necessary formalities. However, in exceptional circumstances, the Developer may in its absolute discretion to condone the breaches including delay in making payment by charging an interest @ 18% compounded quarterly on the delayed payments/outstanding and restoration charges at such rates as may be decided by the Developer in its sole discretion.
9. Call Notice by the Developer to the effect that installments/payments have become due shall be final and binding upon the Allottee(s). In case of Time Bound installments/payments, no Call Notice shall be necessary. The Builder

For SHRI VISHNU TRADERS PVT. LTD.

DEVELOPER

Manga Mal Jain
ALLOTTEE(S)

may in its discretion send call notices but non-receipt of the same shall not be a valid reason for non-payment of the installments/payments.

10. The allotment of the Residential Plot is provisional. The layout plans in respect of the said Township/Residential Plot are duly approved. However if for any reason, layout plans are sought to be modified/amended either by the Developer or by the Sanctioning Authority or Structural Engineers resulting in the change including (decrease/increase) in the area of the Residential Plot, change in the location of the Residential Plot, change in the number of the Residential Plot, change in the boundaries, no claim monetary or otherwise will be raised by the Allottee(s) or accepted by the Developer except that the aforementioned rate will be applicable on the changed area of the residential Plot for the purpose of determination of the amount to be realized or refunded as the case may be. In case whole or part of the project has to be abandoned or the Developer is not able to hand over the same to the Allottee(s) due to any reasons beyond its control, the Developer shall be liable to refund only actual amount received by him and shall not be liable to pay any compensation or interest or damages. However, in case of any major alteration/modification resulting in more than 10% change in the area of the plot any time prior to or upon the grant of completion/ occupation certificate, the Developer shall intimate to the Allottee in writing the changes thereof and the resultant change, if any, in the price of the plot to be paid by him/her and the Allottee agrees to inform the Developer in writing his/her consent or objections to the changes within thirty (30) days from the date of such notice failing which the Allottee shall be deemed to have accepted the changes. The Allottee agrees to pay the prevailing market rate for any increase more than 10% in the area of the plot within 30 days of the receipt of information and demand by the Developer. If the Allottee writes to the Developer within thirty (30) days of intimation by the Developer indicating his non-consent/objections to such alterations/modifications then the Developer shall try and accommodate the allottee at an alternate location.
11. The allottee shall not be entitled to seek refund of amount deposit against the Plot once demand of installments against the Plot has gone beyond 80% or more. At this stage, the request for refund or cancellation of Plot from the allottee shall be considered by the company at its sole discretion. However, the allottee shall be free to effect nomination /assign/endorsement of the Plot in favour of any other person by requesting for the same to the company and subject to payment of all dues, charges and demands as may be applicable at the time of request.
12. In the event of any request for surrendering of booking/cancellation of allotment and refund of money deposited prior to installments against the plot as gone beyond 80% is made by the allottee, the acceptance of such request shall be at the sole discretion of the Developer and subject to forfeiture of the earnest money as defined in clause 9 above and of compliance of the necessary formalities by the allottee.
13. The present allotment is subject to the condition that there is no price control/restriction from any authority. In case of any control or restriction on the price of the plot being imposed by any authority, this allotment will be liable to be cancelled by the Developer at its sole discretion and the money deposited by the Allottee(s) will be refundable without any interest on completion of formalities.