

DRAFT FORMAT OF ALLOTMENT LETTER

The Company/Promoter is pleased to inform you that on acceptance of the application of booking made by you, the Company/ Promoter has allotted you the flat in its group housing project '**Gulshan** _____' located at Plot No. _____, District Gautam Budh Nagar, Uttar Pradesh. (herein after called "**Unit**"). The details and the Terms & Conditions of the allotment cum Agreement for Sub-Lease are set out as under;

1. PARTICULARS OF ALLOTTEE

1.1 (To be filled in case of individual(s))

FIRST ALLOTTEE

Mr./Mrs./Ms. _____

Son/Wife/Daughter of Mr./Mrs. _____

Date of Birth Marital Status _____

Residential Status:

Indian ☐ Non-Resident Indian ☐ Foreign National of Indian Origin ☐

Nationality _____

Residential Address _____

Profession _____ E-Mail _____

Designation, Company Name and Address _____

Tel. Residence _____ Office _____ Mobile _____

Fax No. _____ PAN No./Ward No. _____ Passport No. _____

Household Income per annum _____

SECOND ALLOTTEE

Mr./Mrs./Ms. _____

Son/Wife/Daughter of Mr./Mrs. _____

Date of Birth Marital Status _____

Residential Status:

Indian ☐ Non-Resident Indian ☐ Foreign National of Indian Origin ☐

Nationality _____ Residential Address _____

Profession _____ E-Mail _____

Designation, Company Name and Address _____

Tel. Residence _____ Office _____ Mobile _____

Fax No. _____ PAN No. _____ Ward No. _____

Passport No. _____ Household Income per _____

1.2 (To be filled in case of a Proprietorship Firm/Partnership Firm/Company)- as the case may be

M/s _____

Registered office _____

Resolution/Board Resolution/Authorization Letter dated _____

Details of Proprietor/Partner/Authorized Person

Mr./Mrs./Ms. _____

Son/Wife/Daughter of Mr./Mrs _____

Date of Birth Marital Status _____

Residential Status:

Indian ☐ Non-Resident Indian ☐ Foreign National of Indian Origin ☐

Nationality _____ Residential
Address _____

Profession _____ E-Mail _____

Tel. Residence _____ Office _____ Mobile _____

Fax No. _____ PAN No./Ward No. _____ Passport No. _____

Net Income per annum _____

1.3 Details of Nominee, if any

Name of Nominee: _____

Relationship: _____

Address: _____

All the communication/correspondence on the address given above shall be treated as valid and any change in the above address shall be promptly communicated to the Company in writing to avoid any kind of mis-direction of mail. In case of Joint Allotment, address of the First Allottee shall be the address for all correspondence.

1.4 JOINT ALLOTMENT

(i) The Allottee(s) declare and affirm that in case of joint allotment, failure to pay by anyone shall be deemed as failure to pay by both/all and the joint Allottee(s) shall be treated as one single person/entity for the purpose of this allotment letter and both/all shall be liable for the consequences jointly as well as severally.

(ii) In case of Joint Allotment, all communications demand notices etc. shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him / her which shall for all purpose be considered as service on all the Allottee(s) and no separate communication shall be sent to the other named Allottee(s).

1.5 CHANGE IN ADDRESS OF ALLOTTEES

It shall be the sole responsibility of the Allottee(s) to inform and communicate about all changes in the address if any, failing which all demands notices and letters posted at the earlier registered address will be deemed to have been received by him / her.

6 FOREIGN NATIONALS

In case of Allottee(s) is/are Foreign National/or resident outside India, he/she/they shall be solely responsible to comply with the provisions of Foreign Exchange Management Act, 1999 and/or other applicable laws from time to time including those pertaining to remittance of payment(s) for acquisition of immovable properties in India. The Allottee(s) shall also furnish the required declaration to the Company/Promoter on the prescribed format, if necessary.

Both the Company/Promoter and the Allottee(s) are herein after individually referred to as the 'Party' and collectively as the 'Parties'

2. DEFINITIONS & INTERPRETATIONS

APARTMENT ACT

Means Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010 and relevant rules made thereunder

ALLOTTEE(S)

means the person to whom a Unit / Apartment has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such Unit / Apartment is given on rent;

RERA

Means Real Estate (Regulation and Development) Act, 2016 and relevant rules and regulations made thereunder

PROMOTER or COMPANY

"Promoter" or "Company" means " _____ Private Ltd." , a Company incorporated under the provisions of Companies Act, 1956 having its registered office at _____

Unless the context otherwise requires, words or expression contained in these Allotment Letter shall bear the same meaning as in the Real Estate (Regulation and Development) Act, 2016 and relevant rules and regulations made thereunder

3. PROJECT LAND DETAILS

The aforesaid group housing project is under construction on the lease hold plot admeasuring _____ sq.mtr allotted by the _____ Development Authority (DEA) vide registered Lease Deeds dated _____. The Lease Deeds are registered with the Sub Registrar, _____ Noida as, Registered Document No. _____. The Allottee(s) agree to remain bound by all the terms and conditions contained in the said Lease Deed, executed between the DEA and the Company

That as per the terms and conditions of the main lease, executed by DEA in favour of the Company, the allotment of the flat shall be subject to the execution of Sub-Lease Deed between the DEA, Company and the Allottee(s), in respect of the land but super structure shall be on outright sale basis. The document/title of transfer deed shall be made and registered accordingly.

The Lease Deed executed by DEA in favour of the Company is for a period of 90 years from the date of its execution, accordingly the Sub-Lease Deed is to be executed in favour of the Allottee(s), expiring correspondingly with the expiry date of the Lease Deed in favour of the Company by the DEA.

The Sub-Lease Deed/ Conveyance deed shall be executed, only after the Allottee(s) has made full & final payments, including all other additional charges which are due and payable to the Company. Till the execution of the Sub-Lease Deed/ Conveyance deed and handing over the possession of the flat, the ownership of the flat shall remain vested with the Company.

4. COMPLIANCE UNDER PROVISIONS OF RERA / OTHER APPLICABLE LAWS

4.1 This allotment Letter (herein after referred as “ DEED OF ALLOTMENT”) is subject to the terms & conditions detailed in this document and the same shall prevail over and supersede prior discussions or any other agreement or arrangement, whether written or oral, if any, between the parties and any variation in any of the terms hereto, except under the signature of the authorized signatory of the Company shall not be binding on the parties.

4.2 The Unit under sale in the present Deed of Allotment is being sub-leased along with such amenities, specification and Plans existing on the site as on the date of signing of the document with no future representations and warranties of any kind whatsoever by the Company / Promoter to the Allottee(s).

4.3 The Company / Promoter has duly submitted its Application for the registration of the Project “ Gulshan _____” under the RERA. The Authority has issued a Registration no. _____ dated _____ in this regard.

4.4 The Company/ Promoter has uploaded / are in process to upload the required details and documents related to above Project as required under RERA on the webpage of UP Rera website namely www.up-rera.in.

4.5 The Allottee(s) has / have seen all the documents of titles and other relevant papers / documents etc. pertaining to the aforesaid Unit in the said Project and is/are fully satisfied about the title and rights of the Company in respect of the aforesaid Project.

4.6 The Company/Promoter has displayed/ made available to the Allottee(s) the sanction plans, layout plans duly approved by the competent authority along with standard specifications to the Allottee(s).

4.7 The Company/Promoter has also displayed/ made available to the Allottee(s) the stage wise time schedule of completion of the project. The Company shall be responsible for providing internal civic infrastructure or services within the Project which include laying of roads, water lines, sewer lines, electric lines etc. However, external services like water supply network, sewer, water drains, roads, electricity outside the Project to be connected to the internal services are to be provided by the concerned Authorities.

4.8 The Allottee(s) represents and undertakes that he/she/they has seen and understood the all above documents and other relevant papers pertaining to the said unit / details of the project and is/are fully satisfied with the same.

5. CHANGE IN FLOOR AREA RATIO

If during the course of construction and/or after completion of the construction and/or after handing over physical possession of the flat to the Allottee(s) or even thereafter or even otherwise under the rules of local authorities/DEA, F.A.R. is increased, as a result of which construction of further storied and/or flat becomes permissible, in that event the Company/promoter shall accordingly has the right (but not obligation) to raise such further construction and/or additional flats with the consent of such no of Allottee(s) and with due compliance of relevant provisions of RERA and / or other applicable laws; Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act 2010 and rules made thereunder (Herein after referred as “**Apartment Act**”) and any other applicable laws. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage systems in the project. The Allottee(s) acknowledge(s) that he/she/they has/have not made any payment towards the additional F.A.R. and shall have no objection to any such construction activities including addition of floors carried on the tower (in which the Flat is located) or anywhere in the Project.

6. CHANGE IN AREA OF FLATS

The Company may make such minor additions or alterations in the sanctioned plans, layout plans , specifications as may be required by the allottee, or as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the Allottee.

In addition to above, the Company may make any additions or alterations in the sanctioned plans, layout plans , specifications or the common area after obtaining the consent of allottee or such nos. of allottees, as per the relevant provisions of RERA and/or other applicable laws., subject to adjustment of the price, proportionately at the original rate.

7. PROJECT LOAN

7.1 In case the Allottee wishes to finance the purchase of his apartment/unit in the project through loan from a bank/ financial institution, the responsibility of getting the loan sanctioned and disbursed, as per the payment schedule will rest exclusively on the Allottee. The Promoter shall only facilitate the process. The Allottee shall be solely responsible to get the loan sanctioned and disbursed in accordance with the agreed payment schedule. The Allottee shall be solely responsible to ensure the disbursement of payment to the Promoter. The Allottee shall indemnify the Promoter from all consequences accruing on account of having financed the Apartment and the Allottee shall be solely bound to comply the terms of the financing agency. The payment to the Promoter, as per schedule, shall be ensured by the Allottee, failing which the Allottee(s) shall be governed by the other relevant clause of this Agreement.

7.2 After execution of this Allotment letter/ Agreement, Promoter shall not mortgage or create a charge on the said Apartment /unit forming subject matter of this Agreement, subject to condition this agreement shall not restrict in any manner the right of the Promoter to raise finance for the project by mortgage of project land, construction (present and future) and project receivables therefrom, as a whole. Such mortgage or charge shall not affect the right and interest of the Allottee and particularly right to have possession of apartment and/or sub-lease deed executed in his/her favour with no charge or lien of any party on the said Apartment.

7.3 DEA shall have the first charge towards the pending payment in respect of plot/flat allotted/lease rent/taxes or any other charge as informed or levied by the Authority on the plot and that banks/financial institutions shall have the second charge on the dwelling units thus being financed.

8. PARTICULARS OF FLAT / UNIT ALLOTTED

- | | |
|--|----------------------------------|
| (i) Tower No. _____ | (ii) Flat No _____ |
| (iii) Floor _____
Super Area in Sq. Ft. (see note 1 | (iv) Carpet Area (Sq. ft.) _____ |
| (v) below) _____ | (vi) Phase _____ |
| (vii) Type of Flat _____ | |
| (viii) Other Details of Flat, if any _____ | |

SALE PRICE

- | | |
|------------------------------------|---------|
| A. Unit Cost of the Flat | ‘ _____ |
| B. *GST | ‘ _____ |
| C. Total Cost of Flat / UNIT (A+B) | ‘ _____ |

(Rupees in words _____)

The Total Sale Price of the flat so booked shall remain fixed and shall not be subject to any escalation.

*GST amount is calculated as per existing provision applicable at the time of booking. However it may change due to change in GST provision, procedure or method of charging it would be charged accordingly.

Note 1. That the Allottee understands that the said unit is being sold on the basis of carpet area of the unit in terms of the provisions of the RERA. This is to clarify that the Project were conceptualised many years ago and previously many flats in the project have been sold, wherein the price and cost of the services has been calculated and charged on Super Area basis. Therefore, the super area of the unit has also been given. vis a vis carpet area of the unit The meaning of term super area is stated in clause no. 27.

The above price of the flat shall not include the following;

- All taxes other than GST, impositions, levies, duties as applicable or imposed or which may be imposed by central govt., state govt. or local authorities with regard to the sale/sub-lease of the flat.

- External Development Charges by concerned authorities.
- Club admission fee/charges , as per clause 12
- Any other kind of installation or other charges as may be imposed by the concerned authorities for providing amenities such as sewerages, water, electricity IGL – piped natural gas connection, internet / wi-fi connection availed by / provided to the Allottee(s) in respect of the said unit.
- Interest Free Maintenance Security @ Rs. ____/- per sq. ft. of the area of the Unit shall be deposited by the Allottee(s) with the Company or its nominated agency before possession of the flat.
- All charges, expenses, stamp duty, fees etc. towards documentation, execution and registration of sub-lease/ conveyance deed, including nominal documentation & services charges, legal charges and other incidentals expenses.

The Allottee(s) hereby agrees that 10% of the Cost of the unit shall constitute earnest money.

9. DETAILS OF OTHER FACILITIES PROVIDED

A. Car Parking : _____ no. ; Type : _____

B. Power Backup (___ KVA); (KVA in Words _____)

10. LEASE RENT

That the Company is required to pay lease rent to the DEA in respect of the project land, upto handing over the possession of the said unit to the allottee(s). The Company will pay one time lease rent, on or before handing over the possession of the said unit, to the Greater Noida Authority. It is hereby clarified that one time Lease rent paid by the company as above, shall not be charged from the Allottee(s).

11. CAR PARKING

The Car Parking will be available inside the complex, as per the type opted by the allottee(s) in the Application Form. The Car/Vehicle shall be parked within the same parking space allotted to the allottee(s).

One Car Parking , is mandatory for each Allottee The company also reserved its rights to allot the un-allotted parking spaces further in future even after handling over the maintenance of the said complex to the Resident's Welfare Associations of the complex. The R.W.A or owners/allottees/occupiers of the apartments shall not have any rights over the un-allotted parking spaces. No vehicle will be allowed inside the complex except those who have reserved the car parking space. One parking, as opted in application form will be given by the Company.

The car parking space shall be attached to the unit and cannot be transferred in any manner independent of the allotted Unit. All rights regarding the Parking Space shall get transferred concurrently with the transfer of Unit. The Parking Space shall not be used for any purpose other than parking of personal vehicles of the Allottee(s).

12. CLUB & RECREATIONAL FACILITY CENTRE

The Company shall construct at its own cost a club /recreational facilities center for the benefits or enjoyment of the residents in this Group Housing society. It is compulsory for all allottee to become members of the club. Presently Company charges a onetime club admission fees of Rs. NIL / ____ per unit.

The Company may manage / operate by itself or transfer to outside agency such facilities, on the terms and conditions as the Company may deem fit at its sole discretion. The Allottees shall pay for the monthly club maintenance charges and other demands, irrespective of the facts, whether they use such facilities or not, as may be determined by the Company or Association of apartment owners (AOA) or any outside agency as the case may be.

13. OTHER LEVIES:

In addition to the Total Cost of flat/ unit mentioned here in above or in Price List, the Government or any other authority under law with a view to recover the cost of development over the project land with regard to Highways, transport, power facilities, compensation to farmers / other stakeholders etc. may impose/levy additional fees, cess, charges etc. by whatever name called, whether levied or leviable in future and in that event, the Allottee(s) agrees to pay the same either directly to the concerned authorities or if paid by the

Company, reimburse the same to Company on pro-rata basis on demand being raised by Company on him in this regard.

14. FIRE FIGHTING

The Company shall provide fire safety measures in the Project as per the existing Fire Safety Norms.

15. PROVISION FOR SUPPLY OF WATER / SEWAGE CONNECTION

The supply of water to the Project site shall be provided by the concerned local authority. The Company shall construct an underground and/or overhead water tank for the entire complex and the Allottee(s) shall be given the water supply from the said water tanks.

16. PROVISION FOR SUPPLY OF ELECTRICITY

The supply of electricity to the common centralized meter shall be provided by the Local electricity distribution authority. The electricity supply shall be made from the common centralized meter on prepaid coupon basis. The Allottee(s) shall execute separate Electricity Supply Agreement with the Company or its nominated agency or any association formed for the purpose and the Allottee(s) shall be bound by the terms and condition of the Electricity Supply Agreement.

17. OTHER AMENITIES :

The Company has made arrangement for providing facility of Piped Natural Gas (PNG) supply and Internet connection in the Project by the concerned Independent supplier for the sole benefit or convenience of the Allottees. However, the same is not part of the standard specifications / offering. The Allottee, who wishes to avail any of the said facility is required to pay the applicable installation, usage or other charges prevalent at that time.

18. PAYMENT PLAN

The Allottee(s) shall be required to make the payment as per the payment plan enclosed as Annexure attached hereto.

19 . PAYMENTS AND FAILURE/ DELAY IN PAYMENT

That it is understood by the Parties herein that the timely payment of each instalment and other allied charges shall be the ESSENCE of this Deed of Allotment. It shall be incumbent on the Allottee(s) to comply with the terms of payment and /or other terms and conditions of Deed of Allotment as stipulated herein.

Allottee(s) shall ensure that all payments are made on or before the due date(s) fixed in the payment schedule, to avoid cancellation of allotment.

Where payments are delayed, the Company shall at its absolute discretion accept the delayed payments, on being shown sufficient cause by the Allottee(s) for such delay. The Allottee(s) shall be liable to pay interest @ ___% per annum on delayed payments, however no late payment shall be accepted if the allottee fails to make the payment even after two consecutive notice/ reminders of not less than 30 days each ; and the allotment shall stand cancelled automatically.

Delayed payments made by the allottee(s) will first be adjusted towards the interest due on delayed payments; and thereafter the balance payment will be adjusted towards the principal amount due against the buyer.

20. TRANSFER OF ALLOTMENT

The allotment of flat is made in the proposed group housing project '**Gulshan** _____' at Plot No. GH-02/A, Sector 16, Greater Noida (West), Uttar Pradesh and allotment is valid for this project of the Company and not liable to be transferred to any other project of the Company.

Normally the transfer of allotment is not permissible; however it may be permitted at the discretion of the Company in the exceptional cases only, subject to payment of administrative charges for transfer which may vary from time to time.

21. CANCELLATION OF ALLOTMENT & FORFEITURE OF MONEY

That failure of the Allottee(s) to adhere to the payment plan will render this allotment cancelled and the Company shall be free to re-allot the flat to any other prospective buyer. That on termination of the allotment or cancellation of the same by the Allottee(s), the amount so far deposited by the Allottee(s) shall be refunded without any interest thereon after deducting the ___% of total cost of the flat including other charges which are liable to be forfeited. However, it is specifically agreed by the allottee, that the Company shall not be liable for any damages on this account.

If the Allottee(s) fail(s) to pay the demanded installments, his/her/their allotment shall be cancelled at the sole discretion of the Company and the Company shall be free to re-allot the flat to any other prospective buyer without any/further notice in this regards. However, under exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment by charging interest @ ___% per annum and restore the allotment (subject to withdrawal of down payment discount, if any), in case the Flat has not been allotted to someone else. In a situation where the flat has been allotted to someone else, an alternate flat, if available, may be offered in lieu of the earlier flat at the sole discretion of the Company on the then prevailing market price of the Company.

22. OFFER OF POSSESSION

That the offer of possession of the said flat/ Unit is to be delivered by the Company to the Allottee(s) on or before _____ for Phase _____ in the said Project subject to force majeure events or circumstances and on receipt of full payment by the Allottee.

The proposed project shall be executed phase-wise. each phase would be a separate entity and Allottee(s) shall be given the possession on completion of his/her/their respective phase. No Allottee(s) shall have the right to seek/claim possession in phase, other than the phase in which he/she/they has/have been allotted the flat. All amenities to be handed over on the final completion of the project 'Gulshan _____'.

The parties agree that the possession of the Unit will be handed over to the Allottee(s) only upon the payment of all outstanding instalments, dues, interest, penalties etc. by the Allottee(s) to the satisfaction of the Company.

The parties agree and acknowledge that where the completion of the construction of the flat and/or its handing over of the possession of the flat is delayed by any reasons beyond the control of the company, including without limitation *Force Majeure*, then, the Company shall be entitled to a reasonable extension of time and the Allottee(s) shall have no right to claim any damages or compensation in this matter against the Company.

If the Company/Promoter is unable to give offer of possession of an Unit on or before the agreed date of offer of Possession in terms of Deed of Allotment then in such case the Company shall pay interest @ 12% per annum on the amount received for the delayed period, till the offer of possession is issued to the Allottee(s) except for the circumstances stated as above.

The Allottee(s) acknowledge(s) that the project shall be developed in many phases. The Allottee(s) shall, after taking possession or deemed possession of the Flat, as the case may be, or at any time thereafter, have no objection to Company undertaking construction of or continuing with the construction of the Project or other Building(s) adjoining the flat sold to the Allottee(s).

23. HOLDING CHARGES

The Allottee(s) shall ensure that he/she/they comes forward to get the Sub-Lease Deed executed in his/her/their favour, on getting the offer of possession of the flat by the Company, but not later than Sixty days from the date of offer of possession of the flat by the Company, in default thereof, the Allottee(s) shall be liable to compensate the Company at the rate of Rs. _____ per Sq. Ft. of super area per month for the holding/watch & ward charges.

24(a) MAINTENANCE AND ITS ALLIED CHARGES

The Project and its common facilities are proposed to be managed by the Company or a facilities management agency so nominated by the Company initially for a period of Two year or till the time it is handed over to any Association of Allottees /Association of apartment owners/ society in accordance with the provisions of RERA and the Apartment Act. The Allottee(s) agree to enter into a separate Maintenance agreement with the Company or its nominated agency or any association formed for the purpose as the case may be and Allottee(s) shall be bound by the Terms and Conditions of the said Maintenance Agreement and pay for the monthly fees and other demands to the Company / nominated agency for providing project maintenance and facilities.

The Allottee(s) shall be liable to pay _____ months advance monthly maintenance charges to the Company/nominated agency/association at the time of getting offer of possession. Further, the maintenance charges shall become payable by the Allottee(s) from the date of possession of flat or upon the expiry of 60 days from the date of Letter of offer of possession to the Allottee(s), whichever is earlier.

The charges for the same shall be conveyed to the Allottee(s) by the Nominated Agency / Developer at the time of giving possession of flat.

The Allottee(s) shall not assign, transfer, sub lease or part with possession of the Unit without taking 'No Dues Certificate' from the maintenance agency appointed by the Company or Association as the case may be.

24. (b) IFMS

The Allottee(s) shall be liable to pay Interest Free Maintenance Security deposit (IFMS) @ Rs.____/- per Sq. Ft of carpet area to the Company/nominated agency/association before the execution of the transfer document and the security charges shall be on one time basis and non-refundable but transferrable.

25. COMMON AREAS AND FACILITIES

Common Areas and Facilities shall include the areas and facilities, as mentioned in Section 3 Sub-Section (i) of "The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Allottee(s), shall have no rights to seek partitions of the common areas and facilities in any manner whatsoever and Allottee(s) shall have the rights to use the common areas together with the other Allottee(s) of the complex in a manner that the common areas shall remain free from obstructions and hindrances, none

of the Allottee(s) shall have the right to keep anything in the common areas either temporarily or permanently, as to disturb its original shape, appearance and designs. The Allottee(s), undertake(s) and shall remain bound to observe, adhere and follow the obligations and discipline for the proper upkeep, maintenance, beauty, appearance and regulation of the entire housing complex in particular with regard to the following things:

- a) The Allottee(s) shall not allow or permit any pets such as dogs, cats, rabbits etc., to move around in the common areas, stair-case, parks etc., so as to endanger the life, liberty and property of the co-occupants/owners.
- b) The Allottee(s) shall park his/her/their vehicle(s) in the area(s) specifically marked for that purpose only. The Allottee(s) shall not allow his/her/their visitors to bring in the vehicles inside the complex and shall ensure the same to be parked outside the complex at their own risk, cost and consequences.
- c) The Allottee(s) shall not use or allow his/her/their flat to be used for any prohibited activities, so as to ensure the quiet and peaceful life/living of the occupants/owner of the flats in the complex.
- d) The Allottee(s) shall not put, affix and display any sign boards indicating his/her/their business or professional activities or other kind of boards or neon signs, which may form any kind of publicity or advertisements either of the Allottee(s) or anybody else.
- e) The Allottee(s) shall not do or cause to do any act in the form of additional constructions, whether temporary or permanent, or installation of any windows, screens, permanent curtains, coloring etc. which may disturb, alter, affect, damage, restrict, abridge, etc. the uniformity and unity of the façade and outer appearance of the entire housing complex.
- f) The Allottee(s) shall not use the park, garden, common areas, open space etc. for any kind of functions, congregations, parties, get together, group meetings etc. and it shall be strictly ensured to maintain the beauty of these areas for the purposes they are meant. If any common space is provided in the park, lawn or other common area of the project at the sole discretion of the Company/ nominated agency for organizing meetings and small functions, the same shall be used on cost sharing / chargeable basis.
- g) That except for the areas herein allotted and all common usage rights and facilities attached therewith, all rights and interest in the entire common areas and facilities in the said housing complex, shall continue to vest in the Company unless and until the same or any other part thereof is specifically transferred in any manner to any particular flat Allottee(s).
- h) The terrace, roofs, parapet walls, ground floor along with necessary approaches, swimming pool with changing rooms, and attached facilities, club, common toilets, built up space, builders office, covered and open parking space [except areas of which usage rights specifically allotted to the individual Allottee(s)] along with required approaches shall continue to be the property of the Company which shall be entitled to use them for any purpose whatsoever. Any of Allottee(s) shall not cause any type of encroachment/construction on the above said areas and shall have no right or title whatsoever of any kind in these areas.
- i) The Allottee(s) undertake(s) that he/she/they shall allow the maintenance staff to enter in his/her/their flat/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/sewage in his/her/their flat.

- j) The Allottee(s) undertake(s) that he/she/they shall pay the expenses for repairing the toilets, bathrooms or any other part of any flat and painting thereof damaged due to his/her/their negligence or willful act.
- k) The Allottee(s) undertake(s) that he/she/they shall be responsible to pay for any damage to any equipment in the complex i.e. lifts, firefighting equipment, motors, panels, water pumps or any other items if it occurs due to his/her/their negligence or willful act.

26. LIMITED COMMON AREAS AND FACILITIES

Limited Common Areas and Facilities shall include the areas and facilities, as mentioned in Section 3, Sub-Section (s) of "The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010; and shall include the salable area i.e. Flats of All Categories, Car Parking Space of All Categories, Commercial Shops and Club Area.

27. SUPER AREA

Super Area means the total area comprising of covered area and the proportionate common area.

Whereas the covered area of the said flat, shall mean the entire area enclosed by its periphery walls including area under walls, column, balconies, cupboards etc. and half the area of common walls adjacent to other premises/flats, which form integral part of the said flat. Common areas shall mean all such portion/areas, in the entire building which the buyer shall be sharing with other occupants of the said building that include entrance lobby, drivers common toilet, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts, service ledges on all floors, common corridors, passages, staircase, munties, service areas including but not limited to lift machine room, maintenance offices/stores, etc., architectural features if provided, and security/ fire control rooms.

In case the flat is provided with exclusive open terraces the calculation of super area shall be done separately. Buyer however, shall not be permitted to cover such terraces and shall use the same as open terrace only and in no other manner whatsoever.

It is specifically made clear that computation of super area does not include:

- Site for retail shop/shops,
- Sites/building/areas of community facilities/amenities like nursery/club/ community Centre.
- Roof/ top terrace above flats
- Car parking areas

It is further clarified that the super area mentioned in the agreement is tentative and the inclusion of common areas within the building for the purpose of calculating super areas does not give any right, title or interest in common areas to buyer, except the right to use common areas by sharing with other occupant in the building.

28. SEVERABILITY OF PROVISIONS:

If any provision of this Deed of Allotment or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In such case, the Parties shall forthwith enter into good faith negotiations to amend the provisions rendered void, illegal or enforceable in such a way that, as an amended provision, it is valid and legal and to the maximum extent possible carries out the original intent of the Parties as reflected herein with respect to the matter in question.

29. GENERAL CONDITIONS

1. The Allottee(s) has satisfied himself/herself/themselves about all features and aspects of the project including physical inspection of the land where the proposed project '**Gulshan _____**' is being developed/raised, the tentative building plans and ownership records of the land and all other documents relating to the title, competency etc. and the Allottee(s) has/have been provided with all the information/clarifications, as and when desired.

2. The Company has got the building plans prepared and is in the process of getting the same sanctioned/got sanctioned from the DEA.
3. The construction of the flats shall be strictly in accordance with the sanctioned building plans subject to normal variations which may be necessary as per requirements of the group housing complex but within the compounding limits. If the size of the flat allotted marginally increases or decreases, the total sale price of the flat shall accordingly be increased or decreased proportionately.
4. There may be variation in the fittings, fixtures and specification in product/services as stated in the 'Premium Specification sheet' attached to this Deed of allotment due to non-availability of products/services, technical feasibility, and other relevant factors amongst different units in the Project. However, in such an event, material/product/ services of equally good quality shall be used. The company may at its sole discretion provide additional / product / services without any charge or at such charge, which has been previously conveyed to and agreed by the Allottee.
5. That no Allottee(s) shall have the right to make any structural changes in the flat, whether outside the flat or inside the flat, in any manner whatsoever. The Allottee(s) of the flat in the said group housing complex shall ensure that the original structure of the flat is maintained to avoid any danger or damage to the constructional features of the whole building as well as that of adjoining flats.
6. That neither the provisional Allottee(s) nor the occupier of the flat can put up any sign board, publicity or advertisement material outside his/her/their flat or anywhere in the common areas, thereby causing obstruction or hindrance to the other Allottee(s) or passerby etc., without prior written permission of the Company. However the provisional Allottee(s) may put up the nameplate of standard size depicting his/her/their name on the entrance of the Flat or on the specially designated space for the purpose.

That the Allottee(s) shall not cover, particularly the balconies and open areas by putting any kind of permanent or temporary structures, so as to ensure that the exteriors of the housing complex remain uniform and the beauty of the whole building is not tainted with.

7. The common facilities, conveniences, amusements, club, swimming pool etc. shall be operational on the completion of the entire project, irrespective that the possession has been handed over to the Allottee(s) phase wise.
8. The Company shall be making provision for the necessary infrastructure for Gas pipeline for the direct gas supply by the IGL or any other agency and Allottee(s) shall be liable to pay Pro-rata cost of such provision.
9. The Allottee(s) shall use the flat for residential purpose only as clearly specified as condition in the main lease as well as sub-lease by the DEA.
10. The Allottee(s) shall make the payment to the Company after deducting TDS as may be applicable on from time to time. The amount deducted as TDS shall be credited to the account of the Allottee(s) only on (a) submission of proof of payment/deposition of "TDS on purchase of Property" to the govt. account promptly and (b) on submission of relevant TDS certificate to the Company with in due date prescribed under the Income Tax Act, 1961. In the event, the Application of the Allottee is not accepted; the amount paid along with the application shall be refunded without any interest or deduction.
11. If the Allottee(s) is residing abroad, the Company, instead of sending the communication, demand, etc. through post, may choose to send the same through e-mail and the same shall be deemed as valid communication and/or demand being raised on the Allottee(s).
12. The Allottee(s) have confirmed and assured the Company prior to submitting this application that he/she/they have read and understood the Apartment Act and RERA and its implication thereof in relation to the various provisions of this application form; Allotment Letter cum Agreement for Sub-lease and shall comply, as and when applicable from time to time, with the provisions of Apartment Act, RERA and any statutory amendments or modifications thereof. The common areas and facilities and the undivided interest of each Flat/ unit Owner in the common areas and facilities as specified by the Company in the declaration which may be filed by the Company in compliance of the Apartment Act shall be binding upon the flat / unit owners and Allottee(s)/Buyer's right, title and interest in the flat shall be governed by what is specified in the said declaration, which will be in consonance with the Allotment Letter cum Agreement for sub-lease.

29. SETTLEMENT OF DISPUTES

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the RERA or may be referred to arbitration as per the provisions of the Arbitration and Conciliation Act, 1996

THAT THE FOLLOWING ANNEXURE ATTACHED HEREWITH WHICH ARE ALSO BEING THE PART OF THIS ALLOTMENT LETTER CUM AGREEMENT FOR SALE:

- a. Payment Plan Down Payment
- b. Specification of flat
- c. Plan with Carpet Area and Super Area.
- d.

I / we have fully read and under stood the terms and conditions mentioned herein above and I agree that all shall be binding on me / us.
For **Gulshan** _____

AUTHORIZED SIGNATORY

The Allotment Letter is accepted unconditionally.

WITNESSES:

SIGNATURE AND NAME OF THE ALLOTTEE(S)

1. 1.

