

E-stamp Paper No.:-----

# UNINAV UTOPIA

---

To be developed by Uninav Developers Pvt Ltd

At Khasra No. 112 in the Village Morti, Raj Nagar Extension,

NH-

58, Tehsil and District-Ghaziabad (U.P.)

RERA (i.e. Real Estate Regulation Act, 2016) Registration No. :

## ALLOTMENT LETTER

**Dated:**

To,  
**Allottee** .....  
Son/Wife/Daughter of .....  
**PAN No.** .....  
Aadhar No. .....  
Address .....

A large, empty rectangular box with a black border, intended for a child to draw a picture.

**Co-Allottee** .....  
Son/Wife/Daughter of .....  
**PAN No.** .....  
Aadhar No. .....  
Address .....

**Co-Allottee** .....  
Son/Wife/Daughter of .....  
**PAN No.** .....  
Aadhar No. .....  
Address .....  
.....

**Or**

M/s....., a Partnership Firm duly registered under the provisions of the Indian Partnership Act 1932, having its registered office at .....  
.....acting through its Partner  
Shri/Smt./Km....., duly authorized vide Power of Attorney/ Resolution dated ..... signed by all the Partners (certified copy to be submitted along with this Application), having  
**GST No. / PAN No.** ..... Details of Bank Account No. of Firm .....  
Bank Name & Branch .....

**Or**

M/s ..... a Company incorporated under the provisions of the Indian Companies Act, 1956/2013, having its CIN No..... & Registered Office at .....  
..... acting through its Director/Authorized Signatory Shri/Smt./Km. ...., authorized by Board Resolution dated ..... (Certified copy to be submitted along with this Application), having PAN No..... and GST No. ....  
Details of Bank Account No. of Company ..... Bank Name & Branch

The above named person(s) has/have been hereinafter referred to as the "**Allottee**" individually and collectively, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective legal heirs, legal representatives, executors, successors and assigns.

## Company

## Allottee

## Co-Allottee

## Co-Allottee

**Subject: Allotment of residential Apartment/Shop/Unit in the Project named as "Uninav Utopia" to be developed by M/s Uninav Developers Pvt Ltd, situated at Khasra No.112 in the Village Morti, Raj Nagar Extension, NH-58, Tehsil and District- Ghaziabad (U.P.)**

Dear Sir/Madam,

This has reference to your Application dated ..... regarding booking of a residential Apartment/Shop/Unit in the Project named as "**Uninav Morti**" (hereinafter referred to as the "**Said Project**" or "**Said Complex**") on Free Hold Land being part of Khasra No. 112 admeasuring 12,570.00 Sq.Mtrs (15,033.72 Sq.Yards) (hereinafter referred to as "**Said Land**"), situated in the Village Noor Nagar, Raj Nagar Extension, NH-58, Tehsil and District-Ghaziabad (U.P.) to be developed by **M/s Uninav Developers Private Limited**, a company registered under the Companies Act, 1956 having its Regd. Office at Plot No. 330, First Floor, Patparganj Functional Industrial Estate, Delhi-110092 (hereinafter referred to as the "**Company**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its nominees, administrators, legal representatives, successors and assigns). In response to your above said Application for the Said Apartment/Shop/Unit in the Said Project/Complex and relying on your confirmations, representations and assurances to faithfully abide by all the terms, conditions and stipulations contained in this Allotment Letter, the Company hereby allots to you the Said Apartment/Shop/Unit No . ..... on .....Floor, Block ..... Super Area ..... Sq.ft.....Sq.mt., Carpet Area ..... Sq.ft. ....Sq.mt., as per specifications attached as Annexure-'A' herewith, in the proposed Group Housing Project known as 'UNINAV UTOPIA' situated at RAJNAGAR EXT., GHAZIABAD, for a Total Cost of Rs.. .....(Rupees.....Only) Excluding GST payable as per Payment Plan mentioned as Annexure-'B' hereinafter.

**Note:**

- For the purpose of this Allotment, the conversion factor is taken as 1 Sq.Mtr=10.764 Sq.Ft.
- Metro Charges, if imposed before or during the course of construction or up till handing over of the physical possession or at any time thereafter, then the same shall be payable by the Allottee directly or through the Company, as the case may be, to the concerned Governmental/Local Authority as per the norms and rules of the concerned Authority.
- GST at the rates as applicable at the relevant time shall be payable extra by the Allottee as per Government Rules. Any change/modification in rates of GST as notified by the Governmental Authority shall be adjusted accordingly and shall be borne and paid by the Allottee.
- Any request of the Allottee for availing Extra Power Back-up Load for the Said Apartment/Shop/Unit shall be considered by the Company at its sole discretion and on first come first serve basis subject to the availability of the balance Power Back-up Load out of the total Power Back-up Load as arranged by the Company.
- Electricity connection will be taken from the UPPCL/Competent Authority as per their norms at the time of offer of possession.
- Stamp duty and registration, legal charges etc. shall be payable extra by the Allottee.
- All Taxes or charges be it House Tax / Property Tax, Water Tax, Sewer Tax, Wealth Tax, GST, Cesses, Labour Cess, Levies, Sales Tax, Trade Tax, Metro Cess, VAT and Taxes and charges of all and any kind called by whatever name, whether levied or leviable now or in future, by any Local Authority, State Government, Central Government or Court, as the case may be, shall be borne and paid by the Allottee. In the event of any increase in lease premium / lease rent / statutory levy(ies) / compensation / charges etc. by any State or Central Government, Court or any other Statutory Authority in any form or manner whatsoever, the same shall be borne and paid by the Allottee on pro rata basis which shall be decided by the Company. These Taxes or Charges shall be paid by the Allottee as and when demanded by the Company. The determination of the proportionate share by the Company shall be final and binding upon the Allottee.
- The terms and conditions as contained herein shall apply equally without foregoing their generality for all the aforementioned Payment Plans.
- Timely payment for all Plans shall be the essence of the Allotment.
- Delay in payments may attract cancellation and forfeiture of Earnest Money. However it is made clear, that delay in payment may be condoned by the Company, at its sole discretion, by charging penal interest at the rate of equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India+1% unless provided under the Rules) per annum on the amount due as agreed herein.

Company

Allottee

Co-Allottee

Co-Allottee

- All payments shall be made either by account payee cheques/demand drafts or electronic mode payable at New Delhi in favour of **M/s Uninav Developers Pvt Ltd** All payments/receipts are subject to realization of the demand drafts/cheques. Out station cheques are not entertained.
- Cheques dishonor Charges, if any, will be borne by the allottee @ Rs. 500.00.

#### **Definitions and Interpretations**

For all intents and purposes and for the purpose of the terms and conditions set out in this Allotment Letter, unless the context otherwise requires:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. reference to the words "include" or "including" shall be construed without limitation;
- d. reference to this Allotment Letter, or any other agreement, deed or other instrument or document shall be construed as a reference to this Allotment Letter or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or notated.

The following words and expressions, wherever mentioned in this Allotment Letter, when capitalized, shall have the meanings assigned herein and when not capitalized, shall have their ordinary meanings.

**"Apartment Act"** means the Real Estate (Regulation and Development) Act, 2016 and the Rules and/or any other statutory enactment or modification thereof.

**"Governmental Authority"**: "Governmental Authority" means the Government of Uttar Pradesh/ Uttar Pradesh Real Estate Regulatory Authority, Statutory Authority, Government Department, Agency, Commission, Board, Tribunal or Court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of Government of India or any State or other subdivision thereof or any Municipality, District or other subdivision thereof, and any other Municipal/Local Authority having jurisdiction over the land on which the Said Building / Said Complex is situated.

**"Rules"**: means the (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.

**"Regulations"**: means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.

**"Person"**: means any individual, sole proprietorship, body corporate, corporation, joint venture, trust, any Governmental Authority or any other entity or organization.

**"Allotment Letter"**: means this Allotment Letter duly signed and executed by the Company and the Allottee, whereby the Said Apartment/Shop/Unit in the Said Project/Complex is provisionally allotted to the Allottee including all annexures, recitals, schedules and terms and conditions of the allotment, which have been duly accepted by the Allottee.

**"Allottee"**: means the person whose name and particulars have been mentioned in this Allotment Letter and who has duly signed and executed this Allotment Letter as an acknowledgement of having agreed to the terms and conditions of allotment of the Said Apartment/Shop/Unit as mentioned in this Allotment Letter. The Applicant shall be considered as Allottee only after the Company and the Applicant both have signed and executed this Allotment Letter.

**"Company"**: M/s Uninav Developers Pvt Ltd., a company registered under the Companies Act, 1956 having its Registered Office at Plot No. 330, First Floor, Patpar Ganj Functional Industrial Estate, Delhi-110092, has been referred to as **"Company"**. The Company has CIN (Corporate Identification Number) as **U70102DL2011PTC217470**.

**"Said Land"**: The Land admeasuring 12,570.00 Sq.Mtrs (15,033.72 Sq.Yards) comprising of Free Hold Land being part of Khasra No. 112 in the Village Morti, Raj Nagar Extension, NH-58, Tehsil and District-Ghaziabad (U.P.) on which the Said Project or Said Complex shall be developed by the Company, has been referred to as **"Said Land"**. The ownership of the Said Land has been purchased by the company vide Sale Deeds which are the duly registered on Dt. 04.08.2021 in Book No. 1 in Vol. No. 18185 on Pages No. 215 to 254 at Serial No. 8837 in the office of Sub-Registrar-II, Ghaziabad, U.P.

Company

Allottee

Co-Allottee

Co-Allottee

**“Said Project” or “Said Complex”:** The Project or Complex being/ to be developed on the Said Land in the name of “Uninav Utopia” by M/s Uninav Developers Pvt Ltd as per the Plan approved by the Ghaziabad Development Authority, Ghaziabad (GDA) comprising of residential Apartments/Units, Shops, Club/Community Hall, and other Buildings etc. has been referred to as **“Said Project” or “Said Complex”**.

**“Said Apartment/Shop/Unit”:** The Apartment/Shop/Unit allotted by the Company to the Allottee with the details mentioned in this Allotment Letter, has been referred to as **“Said Apartment/Shop/Unit”**, which includes any alternative Apartment/Shop/Unit that may be allotted by the Company in lieu of the Said Apartment/Shop/Unit.

**“Said Tower” or “Said Building”:** The Tower/Building in the Said Project / Said Complex, in which the Said Apartment/Shop/Unit will be located, has been referred to as **“Said Tower” or “Said Building”**.

**“Preferential Location Charges or PLC”:** The charges payable for every preferential location characteristic of the Said Apartment/Shop/Unit, to be calculated on the basis of super area of the Said Apartment/Shop/Unit, has been referred to as **“Preferential Location Charges or PLC”**.

**“Earnest Money”:** 10% (Ten Percent) of the Total Price/Consideration of the Said Apartment/Shop/Unit has been referred to as **“Earnest Money”**, which is required to be necessarily paid by the Allottee along with the Application as Booking Amount, which is a mandatory condition for consideration of the Application by the Company. GST as applicable shall be paid in addition to the Earnest Money along with the Application.

**“Non-refundable Amount”:** “Non-refundable Amount” means interest paid or due on delayed payments, brokerage paid or payable by the Company, other charges, and taxes, if any, incurred by the Company.

**“Carpet Area”:** Carpet Area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

**“Super Area”:** For the purpose of this Allotment Letter, **“Super Area”** of the Said Apartment/Shop/Unit means the entire area enclosed by its periphery walls including area under walls, columns and half area under walls common with other Apartments/Units of the Said Tower/Building and area of cupboards, plumbing shafts, windows, projections, pergolas, lofts and balconies with the Said Apartment/Shop/Unit plus proportionate share of area utilized for Common Areas and Facilities in the Said Building/Tower and Said Complex/Project, overhead and underground water tanks, guard room, mummy, pump room, electric substation, lifts at all levels etc. in the Said Building/Tower and Said Complex/ Project.

**“Common Areas and Facilities”:** “Common Areas and Facilities” mean and include:

- (a) The Land on which the Said Building/Tower is located and the land in common use within the Said Complex/Project and all easements, rights and appurtenances belonging to the Said Land and the Said Building/Tower and Said Complex/Project.
- (b) The foundations, columns, girders, beams, supports, main walls, halls, common corridors, passages, lobbies, stairs, stairways, fire-escapes, projections, common toilets, and entrances and exits of the Said Building/Tower and Said Complex/ Project.
- (c) Park/garden and community center in Said Complex/Project.
- (d) The premises for the lodging of the janitors or persons employed for the management of the Said Complex/Project.
- (e) Installations of common services, such as, power, light, water and sewerage etc.
- (f) The elevators, tanks, pumps, motors, compressors, expressers, fans, cable pipe line (if provided for TV, gas etc.), pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors.
- (g) Circulation areas, services areas including but not limited to machine rooms, overhead water tanks etc., architectural features, if provided and security control rooms.
- (h) All other parts of the Said Building/Tower and Said Complex/ Project necessary or convenient to its existence, maintenance and safety or normally in common use.

Company

Allottee

Co-Allottee

Co-Allottee

The Allottee will be entitled to use the Common Areas and Facilities within the Said Building/Tower and Said Complex/ Project subject to covenants and timely payment of Maintenance Charges and all other applicable dues. However, such generally Common Areas and Facilities earmarked for common use of all occupants shall not include the reserved parking space individually allotted to the respective occupants for their exclusive use.

**“Limited Common Areas and Facilities”:** “Limited Common Areas and Facilities” mean those Common Areas and Facilities within the Said Building/Tower and Said Complex/Project earmarked/reserved including Basement parking spaces, storages etc. for use of certain Apartment(s)/Unit(s) to the exclusion of the other Apartments/Units. All other common areas and facilities, which are not included hereinbefore in Common Areas and Facilities, shall be treated as Limited Common Areas and Facilities and shall be reserved for use of certain Apartment(s)/Unit(s) to the exclusion of other Apartments/Units.

**“Independent Areas”:** “Independent Areas” mean the areas which are not included as Common Areas for joint use of Apartments/Units and may be sold/leased by the Company without the interference of other Apartment/Shop/Unit Allottees.

**“Fit-Out Period”:** After completion of construction of the structure of the Said Tower/Building which contains the Said Apartment/Shop/Unit, the Company shall give Notice for Fit-Out work to the Allottee for carrying out the work of final touch and installation of sanitary ware, kitchen sink, CP fittings, Hardware Accessories, final coat of paint etc. (Items as per specifications of the Said Apartment/Shop/Unit) in the Said Apartment/Shop/Unit. The duration of the said Fit-Out Period shall be for 3 (three) months from the date mentioned in the Notice for Fit-Out, during which the Allottee may inspect the work of final touch and installation being carried out in the Said Apartment/Shop/Unit.

**“Force Majeure”:** “Force Majeure” means any event or combination of events or circumstances beyond the control of the Company which cannot by the exercise of reasonable diligence, or despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company’s ability to perform obligations under this Application, which shall include but not be limited to:

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural’s disaster etc;
- (b) Explosions or accidents, air crashes and shipwrecks;
- (c) Strikes or lock outs, industrial dispute, civil commotion, farmers’ unrest;
- (d) Non-availability of cements, steel or other construction materials due to strikes of manufactures, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) War and hostilities of war, riots, bandh, act of terrorism;
- (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, Court Order or direction from any Governmental Authority that prevents or restricts the Company from complying with any or all of the terms and conditions as agreed in this Application or Allotment Letter;
- (g) Any Legislation, Order or Rule or Regulation made or issued by the Government or any other Authority or if any Competent or Statutory Authority (ies) refuses, delays, withholds or denies the grant of necessary approvals for the Said Complex/Project or Said Tower/Building or if any Matters, issues relating to such approvals, permissions, notices, notification by the Competent Authority (ies) become subject matter of any Legal Proceeding before any competent Court or for any reason whatsoever;
- (h) Any event or circumstances analogous to the foregoing.

**“Maintenance Agency”:** “Maintenance Agency” means the Agency to whom the Company will nominate or appoint to carry out the Maintenance and upkeep of the Common Areas and Facilities in the Said Building / Said Complex. Such Maintenance Agency shall be responsible for maintenance and upkeep of the Said Building / Said Complex.

**“Maintenance Charges”:** “Maintenance Charges” mean the Charges to be paid by Allottee to the Maintenance Agency nominated by the Company for the Maintenance and upkeep of the Common Areas and Facilities in the Said Building / Said Complex in terms of the Maintenance Agreement to be executed between the Allottee and the Maintenance Agency on or before Notice for Fit-Out of the Said Apartment/Shop/Unit is given by the Company as mentioned hereinabove.

**“Interest Free Maintenance Security (IFMS)”:** The Allottee shall deposit with the Company on or before Notice for Fit-Out of the Said Apartment/Shop/Unit is given by the Company as mentioned hereinabove,

Company

Allottee

Co-Allottee

Co-Allottee

for the period of 30 months at the rate of **Rs. 50.00 per Sq.ft. (Rupees Fifty Only)** of Super area of the Said Apartment/Unit as an Interest Free Maintenance Security (herein "IFMS") deposit. The company shall, in the event of "Association of Owners" of "Uninav Utopia" duly constituted, formed and incorporated under the model bye-laws laid down by U.P. Apartment Act proposes and intends to take over the operation and Maintenance of common services and amenities of Uninav Utopia by virtue of the unanimous resolution of the general body of the said association, handover the balance amount of IFMS after settlement of accounts/adjustment of outstanding amounts/deduction of amount incurred on major faults/other charges and handover the whole society to the said association as mutually agreed.

**"Taxes":** "Taxes" means any and all Taxes or charges payable by the Company and/or its Contractors, Suppliers, Consultants etc. be it House Tax / Property Tax, Water Tax, Sewer Tax, Wealth Tax, GST, Cesses, Labour Cess, Levies, Sales Tax, Trade Tax, Metro Cess, Value Added Tax, Works Contract Tax, Workers Welfare Cess and Taxes and charges of all and any kind called by whatever name, whether levied or leviable now or in future or any increase thereof, by any Governmental Authority, Local Authority, State Government, Central Government or Court, as the case may be in connection with the construction and development of the Said Apartment / Said Building / Said Complex.

**"Basic Sale Price":** "Basic Sale Price" means the basic consideration amount payable by the Allottee calculated on per square feet basis of the Super Area of the Said Apartment/Shop/Unit.

**"Total Price":** "Total Price" means the amount amongst others, payable by the Applicant for sale/transfer/conveyance of the Said Apartment/ Shop/ Unit which includes Basic Sale Price, PLC (if the Said Apartment/Shop/Unit is preferentially located), Basement Parking (Usage Rights), ADC and Fire Fighting Charges etc. but does not include other amounts, charges, security amount etc. which are payable in terms of this Application or as and when demanded by the Company including but not limited to the following:

- i) Maintenance charges, Power Back-up Installation Charges (PBIC), EDC, EEC, Club Subscription Charges, Cesses, Property tax, Municipal tax of the Said Apartment/ Shop/ Unit.
- ii) Interest Free Maintenance Security (IFMS).
- iii) Taxes of the Said Apartment/ Shop/ Unit.
- iv) Stamp duty, registration and incidental charges as well as expenses of the Allotment Letter and Sale/Transfer/Conveyance deed etc.
- v) Any other charges that may be payable by the Allottee, as per the other terms of this Allotment Letter and such other charges as may be demanded by the Company.

These amounts shall be payable by the Allottee in addition to the Total Price in accordance with the terms and conditions of this Allotment Letter and/or as per the demand raised by the Company from time to time.

#### **TERMS AND CONDITIONS OF ALLOTMENT OF THE SAID APARTMENT/ SHOP/UNIT:**

##### **1. TITLE AND ALLOTMENT**

**1.1** The Company has purchased land in Khasra Nos. 112, Land Measuring 12,570.00 Sq.Mtrs (15,033.72 Sq.Yards), in the Village Noor Nagar, Paragna Loni, Tehsil and District Ghaziabad, the vicinity known as "RAJNAGAR EXTENSION, GHAZIABAD", vide sale deeds which are the duly registered Dt. 04.08.2021 in Book No. 1 in Vol. No. 18185 on Pages No. 215 to 254 at Serial No. 8837 in the office of Sub-Registrar-II, Ghaziabad, U.P.

**1.2** The Said Project named as "Uninav Utopia" situated at Khasra No. 112 in the Village Morti, Raj Nagar Extension, NH-58, Tehsil and District- Ghaziabad (U.P.), being to be developed by M/s Uninav Developers Pvt Ltd on the Said Land admeasuring 12,570.00 Sq.Mtrs (15,033.72 Sq.Yards) after getting the building plan duly sanctioned/approved from the Ghaziabad Development Authority, Ghaziabad (GDA) vide File No. GDA/BP/21-22/1313/Dt. 17.11.2022 & Permit No. Group Housing/03936/GDA/BP/21-22/1313/19102022, the Company is inter-alia entitled to develop the Said Project, advertise and market the same, book and allot the Apartments/Shops/Units constructed/to be constructed in the Said Project and to receive money(ies), give receipts, cause conveyance/sale deed executed through itself and also cause other required documents etc. executed in this regard.

**1.3** The Allottee has requested for booking of the Said Apartment/Shop/Unit in the Said Project with full knowledge and subject to all the laws, notifications and rules applicable to the Said Project in particular and area in general which have been explained by the Company and understood by him.

Company

Allottee

Co-Allottee

Co-Allottee

The Allottee has fully satisfied himself about the title, interest and rights of the Company in the Said Land and the Said Project as well as the arrangements and understandings inter-se between the Company, and has also understood all the limitations and obligations of the Company in respect thereof and the Allottee has confirmed that there shall be no more investigation or objection by the Allottee in this respect.

- 1.4** The Allottee has enquired and obtained all the information and clarifications with respect to the Said Project and Said Land and rendered his complete satisfaction with the same and also confirmed that he has relied on his own judgment and investigation in determining to apply for booking of the Said Apartment/Shop/Unit and has not relied upon and/or is not influenced by any Plans, advertisements, representations, or statements etc. of any nature, whatsoever, whether written or oral made by the Company or any selling agents / sales organizers / brokers or otherwise relating to the Said Apartment/Shop/Unit or Said Project. The Allottee has further confirmed that he is executing this Allotment Letter willingly, without any pressure, coercion, undue influence or misrepresentation of any kind whatsoever.
- 1.5** The Allottee shall abide by all the laws, rules, regulations and notifications etc. as may be made applicable to the Said Apartment/Shop/Unit and Said Complex/Project/Said Land including the terms and conditions mentioned herein.
- 1.6** The Allottee shall pay further installments of Total Price/Consideration and all other amounts, taxes and cesses, dues and charges as per the Payment Plan opted by him and/or as and when demanded by the Company.
- 1.7** The Allottee has understood and agreed that subject to other terms and conditions of this Allotment Letter and after payment of the Total Price, Taxes, other charges and dues as per the Allotment Letter, the Allottee shall be transferred/conveyed the Said Apartment/Shop/Unit along with undivided and imitable proportionate share in the land underneath the Said Building and undivided proportionate share in the Common Areas of the Said Building including all easementary rights attached thereto along with rights of use of Common Areas and Facilities earmarked for common use for all occupants within the Said Complex. The Allottee shall not be entitled to claim partition of his undivided share in the land underneath the Said Building, and the same shall always remain undivided and imitable and unidentified.
- 1.8** The Allottee has understood and agreed that except for the Said Apartment/Shop/Unit, along with all common easementary rights attached therewith, including undivided right of use of all Common Areas and Facilities and of ingress and egress over Common Areas within the Said Complex, which may be within or outside the foot print of the Said Building, all rights and interests in all un-allotted / unsold areas in the Said Building / Said Complex, open spaces, roofs / terraces of Said Building, basements, parking spaces (except those which are specifically reserved), shall continue to vest in the Company and the Company shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode which the Company may deem fit in its sole discretion.
- 1.9** The Allottee has acknowledged and agreed with the computation of the Carpet Area as well as Super Area of the Said Apartment/Shop/Unit by the Company which shall be final and binding upon the Allottee for all purposes subject to the terms of this Allotment Letter.
- 1.10** The Company shall have the right without the permission of the Allottee to raise finance/loan from any Bank, Financial Institution and/or Body Corporate and for this purpose to create equitable mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the Said Apartment/Shop/Unit and/or Said Complex/Project / Said Land in favour of one or more Financial Institutions or Banks. However provided that at the time of execution of sale/conveyance/sub-lease deed in favour of the Allottee and handing over the possession of the Said Apartment/Shop/Unit to him, the same shall be got free by the Company from all sorts of encumbrances created by it. It is also clarified that the Company / Financial Institution / Bank shall always have the first lien/charge on the Said Apartment/Shop/Unit for all their dues and/or other sums payable by the Allottee or in respect of any loan

Company

Allottee

Co-Allottee

Co-Allottee

granted to the Company for the purpose of construction of the Said Building / Said Complex / Said Project.

**1.11** The Application for booking of the Said Apartment/Shop/Unit does not constitute any offer of allotment or allotment and by submitting the Application, the Applicant does not become entitled to allotment of the Said Apartment/Shop/Unit applied for notwithstanding the fact that the Company may have issued the receipt/acknowledgement of the booking amount or Earnest Money or any amount paid by the Applicant. The Applicant shall be treated as Allottee only after the Company and the Applicant both have signed and executed this Allotment Letter. The Company has explained and the Applicant has agreed that the Applicant shall sign and execute the Allotment Letter as and when desired by the Company on the Company's standard format, the contents whereof have been read, understood and agreed by him, and in case of his failure to sign and execute the Allotment Letter, the Application for booking shall automatically stand rejected and/or the booking of the Said Apartment/Shop/Unit shall automatically stand cancelled and shall be treated as withdrawn by the Applicant and the Earnest Money and Non-refundable Amount shall stand forfeited. In such eventuality, the Company shall refund 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty five) days of such cancellation /rejection/ withdrawal of Allotment without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation / rejection/withdrawal of the Allotment without any interest, whichever is earlier. The Company shall inform the previous Allottee the date of re-allotment of the Said Apartment/Shop/Unit. The Company has explained and the Allottee has understood and agreed that after such cancellation /rejection/ withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company. The Applicant has also agreed that in case two or more Applicants applying jointly for the Said Apartment/Shop/Unit in the Application, such balance amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant. Thereafter the Application or booking shall be treated as null and void and the Company shall have full right to receive fresh Application for the Said Apartment/Shop/Unit and allot the same to any other Person.

**1.12** This Allotment Letter shall be valid only upon the Company signing this Allotment Letter through its Authorised Signatory after the copies duly signed by the Allottee are received by the Company.

**2. CAR PARKING** The Car Parking space shall form an integral part of the Said Apartment and usage right of the same will be given to the Allottee for his exclusive use. The Car Parking space shall always remain attached to and be an integral part of the Said Apartment and the same shall not have any independent legal character detached from the Said Apartment. The Allottee shall not sell/transfer/deal with the Car Parking space as independent of the Said Apartment and whenever the Said Apartment is transferred in any manner, the same shall be inclusive of the transfer of the right to use the said parking space simultaneously and further undertakes not to modify, make any changes or cover the car parking space in any manner whatsoever at any point of time. The covered/open parking space shall mean the parking space to be provided in the basement and open area of the Said Building / Said Complex as the case may be. The Allottee shall park his vehicle in the said Car Parking space only and not anywhere else in the Said Building/Tower/Complex/Project. The Company will allot the reserved/demarcated Car Parking space to the Allottee after handing over of the Said Building/ Complex and the decision of the Company in allotment of the specified Car Parking space to the Allottee shall be final and shall be accepted by the Allottee and the Allottee shall have no right to raise any objection in that regard.

### **3. GENERAL TERMS AND CONDITIONS AND OBLIGATIONS OF THE ALLOTTEE**

**3.1** The Allottee shall use the Said Apartment/Shop/Unit for residential purpose only and shall not use or Allow to be used the Said Apartment/Shop/Unit for any illegal or immoral purpose.

**3.2** The Allottee shall not demolish or cause to be demolished the Said Apartment/Shop/Unit or any part thereof nor shall at any time make any changes, additions or alterations, temporary or permanent, in or upon the Said Apartment/Shop/Unit. It is also understood and agreed by the Allottee that the peripheral side walls and columns of adjoining Apartments/Units are common and that the Allottee shall not make any alterations, modifications in these common walls and columns.

Company

Allottee

Co-Allottee

Co-Allottee

**3.3** The Allottee shall not damage or change the theme and pattern of the landscape, plantation in and around the Common Areas within the Said Complex. The Allottee shall not sink, drill, install and/or commission any well/borewell/tube-well within the Said Apartment/Shop/Unit or anywhere else in the Said Building/Complex.

**3.4** The Allottee shall not fix/install the Air conditioners / Air Coolers or equipment of like nature at any place other than the spaces earmarked for in the Said Apartment/Shop/Unit and shall not design or install or open them in the inside passages, common areas or in the staircases. The Allottee shall further ensure that no water should drip from the Air Conditioners / Air Coolers or the like equipment in a way which may cause inconvenience to the occupants of other Apartments/Units in the Said Building / Said Complex.

**3.5** The Allottee shall not carry out any construction/modification in the Said Apartment/Shop/Unit or anywhere in the Said Building or Said Complex.

**3.6** The Allottee shall be solely responsible for maintaining the Said Apartment/Shop/Unit at his own costs, in good repair and condition and shall not do or cause to be done anything in or to the Said Apartment/Shop/Unit or to the Said Building / Said Complex which may be in violation of the applicable Laws and shall maintain the Said Apartment/Shop/Unit, its walls and partitions, pipes, appurtenances thereto in good and tenable condition and maintain the same in fit and proper conditions and ensure that the support, shelter etc. of the Said Apartment/Shop/Unit should not in any way be damaged or jeopardized. Any changes if so made, defect liability under the RERA will be become null and void.

**3.7** The Allottee shall himself be responsible for insurance of the Said Apartment/Shop/Unit and the contents lying in it after taking over possession / deemed possession of the same at his own costs and expenses against the fire, earthquake etc.

**3.8** The Allottee further agrees and undertakes that he shall not display any signboard/name plate/neon light signs on the exterior of the Said Building/Tower or Said Complex or in the Common Areas. The Applicant further undertakes as follows:

- (i) That he shall not change the colour scheme of the exteriors of the doors/windows.
- (ii) That he shall not carry out any change in the exterior elevation or design of the Said Apartment/ Shop/ Unit.
- (iii) That he shall not remove any wall of the Said Apartment/ Shop/ Unit.
- (iv) That he shall not alter/shift any door's & window's from the actual position of the Said Apartment/Shop/Unit.
- (v) That he shall not alter main plumbing systems which may lead to leakages or hindrances for other Allottees.
- (vi) That he shall distribute the electrical load in the Said Apartment/ Shop/ Unit in compliance with the electrical system installed by the Company.
- (vii) That he shall not do any acts or thing which may in any manner deface the front/back balcony or terrace of the Said Apartment/Shop/Unit or the facade of the Said Building e.g. covering/change/alter/modify the external façade in the front or other sides of the said Apartment/Shop/Unit (including design, elevation, paint, design of external rallying & grills of balconies, hanging/drying of clothes, hanging plants/flower pots outside the balconies and terraces).
- (viii) That he shall not install any material/ roofing etc on the external side/ balconies of the said Apartment/Shop/Unit, and will keep the external façade of the Apartment unchanged and unaltered, so as to retain the uniform and same look of the whole Complex.
- (ix) The welding of any kind is strictly prohibited in the Said Apartment/ Shop/ Unit/Said Building/Said Complex.
- (xi) That he shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Shop/Unit in the compound or any portion of the said land and the said project/building in which said Apartment/Shop/Unit is situated.

**3.9** The Said Apartment/Shop/Unit shall not be permitted to be changed by the Allottee arbitrarily. However, the Company, in its sole discretion, may entertain the request of the Allottee for the change, subject to the availability of the Apartment/Shop/Unit in the desired category. The Allottee shall not challenge the picture/photographs of the Building, if any, appearing in the Application Form and/or the Specification Sheets.

Company

Allottee

Co-Allottee

Co-Allottee

**3.10** The Allottee has agreed that the Total Price of the Said Apartment/Shop/Unit is fair and acceptable to the Allottee. The Allottee has further agreed that a similar Apartment/Shop/Unit may be/have been sold/allotted/conveyed by the Company at a different price/consideration and the Allottee shall not raise any objection or claim in this regard.

**3.11** The Allottee has understood and agreed that the Company shall be carrying out extensive developmental/construction activities for many years in future in the areas falling inside / outside the Said Building / Said Complex in which the Allottee(s) Said Apartment/Shop/Unit may be located and that the Allottee, on being made aware of this fact by the Company, has confirmed that the Allottee shall not raise any objections or make any claims or default in any payments as per the applicable Payment Plan or as demanded by the Company, on account of inconvenience, if any, which may be suffered by him due to such developmental/construction or its incidental/related activities.

**3.12** The Allottee shall not at any time before or after taking possession of the Said Apartment/Shop/Unit have any right to raise any objection to the Company's continuing the construction and development of other Apartments / Units / Buildings / Towers / structures in the Said Complex or in the Said Project. Further the Allottee neither individually nor jointly nor through anyone else shall ever claim any relief, stay, injunction or Order etc. from any Court or Governmental Authority that may impede/cause hindrance in the construction or completion of the Said Apartment/Shop/Unit or Said Complex / Said Project or in handing over possession thereof to other Allottees.

**3.13** The Company shall have the right, without approval of the Allottee, to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to the unsold Apartments/Units within the Said Building / Said Complex and the Allottee shall have no right to raise any objection or make any claim on any account.

**3.14** The Company shall have the rights over the top roof/terrace of the Said Building/Said Complex. The Company reserves the right to deal with any part of the top roof/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes or to use the same for advertisement purposes and the Allottee shall have no right to object or cause any hindrance to the same or make any claims on this account. The top roof/terrace shall always vest in the Company and the Company shall be the sole owner thereof.

**3.15** The Allottee and his family members may visit the premises during the course of construction but the Company shall not be held liable for any losses/costs/damages or other expenses, if any, caused during such visit on account of any accident/miss-happening that may occur at the time of visit during constructions or after constructions by the Allottee or any family member accompanying him.

**3.16** If at any stage this Allotment Letter or any other Agreement or document is required to be registered under any law or necessity, the Allottee shall have the same registered through the Company in his favour at his own costs and expenses including stamp duty, registration fees and other expenses and keep the Company fully absolved and indemnified in this regard. The Allottee shall be responsible and liable for paying deficiency in stamp duty, penalty, interest etc., if any, as per the Stamp Act or any other law. Any stamp duty and deficiency of stamp imposed by the Governmental Authority on the Allotment Letter and/or on any other Agreement/Document relating to the allotment/conveyance etc. of the Said Apartment/Shop/Unit shall be borne and paid by the Allottee only.

**3.17** The Company has explained and the Allottee has understood and agreed that in case of non-fulfillment of any of the terms and conditions of this Allotment Letter by the Allottee, the Company shall be fully entitled to cancel this Allotment Letter and forfeit the Earnest Money and Non-refundable Amount In such eventuality, the Company shall refund 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty five) days of such cancellation /rejection/ withdrawal of Allotment without any interest and the remaining 50% (fifty percent) of the balance amount on reallotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation / rejection/withdrawal of the Allotment without any interest, whichever is earlier. The Company shall inform the previous Allottee the date of re-allotment of the Said Apartment/Shop/Unit. The Company has explained and the Allottee has understood and agreed that after such cancellation /rejection/ withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company. The Allottee has also agreed that in case two or more Allottees have been allotted the Said Apartment/Shop/Unit jointly, such balance amount

Company

Allottee

Co-Allottee

Co-Allottee

cheques shall be dispatched by the Company in the names of all the Allottees in equal ratio at the address of the first named Allottee.

**3.18** The Allottee shall be solely responsible and liable for any loss or damage caused on account of the breach of the conditions mentioned herein.

**3.19** The Allottee has agreed that in case the Allottee chooses to cancel/surrender the allotment of the Said Apartment/Shop/Unit at any stage, the Earnest Money along with Non-refundable Amount, shall stand forfeited. In such eventuality, the Company shall refund 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty five) days of such cancellation /rejection/ withdrawal of Allotment without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation /rejection/withdrawal of the Allotment without any interest, whichever is earlier. The Company shall inform the previous Allottee the date of re-allotment of the Said Apartment/Shop/Unit. The Company has explained and the Allottee has understood and agreed that after such cancellation /rejection/ withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company.

**3.20** The Allottee shall strictly and meticulously remain bound by the terms and conditions contained in Allotment Letter. The Allottee has agreed and confirmed that in the event of rejection or cancellation of this Allotment Letter by the Company for any default of the Allottee including but not limited to as set out in this Allotment Letter, the Allottee shall have no claim, lien, charge, interest, right or remedy etc. in the Said Apartment/Shop/Unit or against the Company and the Company shall have the right to receive fresh Application for booking of the Said Apartment/Shop/Unit and allot the same to any other person. Further Provided that in that case an amount constituting the Earnest Money along with Non-refundable Amount, shall stand forfeited. In such eventuality, the Company shall refund 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty five) days of such cancellation /rejection/ withdrawal of Allotment without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation /rejection/withdrawal of the Allotment without any interest, whichever is earlier. The Company shall inform the previous Allottee the date of reallocation of the Said Apartment/Shop/Unit. The Company has explained and the Allottee has understood and agreed that after such cancellation /rejection/ withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company.

**3.21** The Allottee has agreed that the terms and conditions of this Allotment Letter may be modified/amended in accordance with any directions/orders or restrictions which may be passed or imposed by any Governmental Authority or Court of law having jurisdiction, in compliance with applicable laws and such modifications/amendments shall be binding upon the Allottee and the Company.

**3.22** Upon execution of this Allotment Letter, the terms and conditions contained herein shall supersede the terms and conditions set out in the Application and/or any other document.

#### **4. PAYMENTS**

**4.1** The Allottee has understood and agreed that the payment on or before due date, of the Total Price and other amounts and dues payable by the Allottee as per the Payment Plan opted by the Allottee or as demanded by the Company from time to time shall be the essence of this Allotment Letter. The Allottee has also agreed that in case of more than one Allottee, failure to pay by anyone shall be deemed as failure to pay by all and all the Allottees shall be treated as one single person for this purpose and all shall be liable for the consequences jointly as well as severally. It shall be incumbent upon the Allottee to comply with the terms of payment and other terms and conditions of this Allotment Letter and the Company shall not be under an obligation to remind him about the same. The Allottee has fully understood and agreed that in case the Allottee fails to pay the installment(s) or other charges or dues payable by the Allottee to the Company as per the Payment Plan opted by him or as demanded by the Company, this Allotment Letter shall stand cancelled without any prior intimation to the Allottee and in that eventuality, Earnest Money and Non-refundable Amount shall stand forfeited. In such eventuality, the Company shall refund 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty five) days of such cancellation /rejection/ withdrawal of Allotment without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation / rejection/withdrawal of the Allotment without any

Company

Allottee

Co-Allottee

Co-Allottee

interest, whichever is earlier. The Company shall inform the previous Allottee the date of re-allotment of the Said Apartment/Shop/Unit. The Company has explained and the Allottee has understood and agreed that after such cancellation /rejection/ withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company. The Allottee has also agreed that in case two or more Allotees have been allotted the Said Apartment/Shop/Unit jointly, such balance amount cheques shall be dispatched by the Company in the names of all the Allotees in equal ratio at the address of the first named Allottee. Without prejudice to the Company's aforesaid rights of cancellation, the Company may at its sole discretion waive the breach or default by the Allottee in not making the payments within the stipulated time by the Allottee on the condition that the Allottee shall pay default interest equal to **MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India+1% unless provided under the Rules** per annum on every delayed installment(s)/payments, which shall be calculated from the due date of outstanding payment/installment till the date of actual payment made by the Allottee to the Company. The Allottee has further agreed that the acceptance of the delayed installment(s)/ payments even with the interest as aforesaid shall be entirely at the sole discretion of the Company and the same can never be claimed by the Allottee as a matter of right. The terms and conditions as contained in this Allotment Letter apply equally without foregoing their generality for all the Payment Plans.

**4.2** All payments towards the Total Price/Consideration of the Said Apartment/Shop/Unit and other charges or dues payable by the Allottee shall be made through the Bank Account of Allottee only and if the payment is made otherwise, the same shall be at the risks and consequences of the Allottee. Any payment made through any electronic mode like RTGS, NEFT etc. without the prior written consent of the Company shall not be considered as a valid payment made by the Allottee and for all intents and purposes the same shall be treated as if the said payment has not been made by the Allottee.

**4.3** In the event a cheque deposited with the Company by the Allottee towards any payment due to the Company is dishonored on technical ground, the Allottee shall replace the dishonored Cheque with a Demand Draft / Banker's Cheque/RTGS/NEFT within three (3) days of such dishonor along with dishonor charges, failing which this Allotment Letter shall automatically stand cancelled, at the sole discretion of the Company without any prior intimation to the Allottee. Provided however that in the event a cheque is dishonored on the grounds of insufficient funds or stop payment, this Allotment Letter shall automatically stand cancelled, at the sole discretion of the Company without any prior intimation to the Allottee. In both the cases of dishonor of cheque, the Earnest Money along with any Nonrefundable Amount shall stand forfeited. In such eventuality, the Company shall refund 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty five) days of such cancellation /rejection/ withdrawal of Allotment without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation / rejection/withdrawal of the Allotment without any interest, whichever is earlier. The Company shall inform the previous Allottee the date of re-allotment of the Said Apartment/Shop/Unit. The Company has explained and the Allottee has understood and agreed that after such cancellation /rejection/ withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company.

**4.4** The Allottee has confirmed that he has correctly given/mentioned his details in the Application including his Income Tax Permanent Account Number (PAN). In case the same being found incorrect at any stage, this Allotment Letter shall be cancelled by the Company and in that eventuality, Earnest Money and Non-refundable Amount shall stand forfeited. In such eventuality, the Company shall refund 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty five) days of such cancellation /rejection/ withdrawal of Allotment without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation / rejection/withdrawal of the Allotment without any interest, whichever is earlier. The Company shall inform the previous Allottee the date of re-allotment of the Said Apartment/Shop/Unit. The Company has explained and the Allottee has understood and agreed that after such cancellation /rejection/ withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company.

**4.5** It will be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sale/sub lease/ transfer/endorsement/assignment/change along with due incorporation of the particulars of the subsequent transferee(s) with the Company, and the said NOC will be issued by the Company

Company	Allottee	Co-Allottee
---------	----------	-------------

Co-Allottee

upon payment of administrative charges **@ Rs. 100/- Sq.ft. (Rupees One Hundred Only)** Per Sq.ft. + GST for the Super Area and the same shall be payable by such Allottee to the Company at the time of submitting application for such subsequent sale/sub lease transfer/endorsement/assignment/change in the name etc. However, the first transfer shall be done after receipt of 80% of the total sale consideration.

**4.6** In case the Allottee desires for change in Plan/correction in Name of applicant/co-applicant after the allotment of the said Apartment/Shop/Unit at any stage, allottee shall pay **Rs. 25,000/- (Rupees Twenty Five Thousand Only)** + applicable GST as file charges & administration charges. The GST as applicable at the relevant time shall be paid by the Allottee in addition to the Total Price/Consideration of Said Apartment/Shop/Unit.

**4.7** In case the Allottee wants to avail loan facility from his Employer or from any Bank or Financial Institution to purchase the Said Apartment/Shop/Unit, the Company will have no objection subject to the following:

- i) The terms of the Allottee(s) Employer / Bank / Financing Agency shall exclusively be binding and applicable upon the Allottee only.
- ii) The responsibility of getting the loan sanctioned and disbursed as per the Company's Payment Plan opted by the Allottee shall rest exclusively on the Allottee. In the event of loan not being sanctioned or the disbursement of it getting delayed, due to any reason whatsoever, the payment to the Company, as per the Payment Plan, shall be ensured and made by the Allottee.
- iii) In case of default in repayment of dues of the Bank / Financial Institution / Agency by the Allottee, the Company shall have the unfettered right to cancel the allotment of the Said Apartment/Shop/Unit and repay the amount received, after deduction of Earnest Money and Nonrefundable Amount, directly to Bank / Financial Institution / Agency on receipt of such request from such Bank / Financial Institution / Agency without any reference to the Allottee.

**5. INTEREST ON UNPAID DUE AMOUNT:** Without Prejudice to the right of the Company to take action for breach arising out of delay in payment of the installments of the due dates, the Allottee(s) shall be bound and liable to pay interest equal to **MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India+1% unless provided under the Rules** per annum plus applicable GST, with monthly rests on all the amounts which become due and payable by the Allottee(s) to the Company till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Company under this agreement, nor shall it be construed as condonation of delay by the Company. The Compound interest may be informed to the Allottee(s) from time to time and the Allottee(s) has/have agreed to pay the same as and when demanded.

## **6. COMPLIANCE OF LAWS RELATING TO REMITTANCES AND CONVEYANCE**

**6.1** The Allottee, who is Non Resident Indian / Foreign National of Indian origin, has agreed that all remittances, for the acquisition/transfer of the Said Apartment/Shop/Unit shall be the sole responsibility of such Allottee and he shall comply with all the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rules and regulations of Reserve Bank of India or any other applicable laws and provide the Company with such permission, approval etc. which would enable the Company to fulfill its obligations under this Allotment Letter. In the event of Allottee(s) failure in this regard, the Allottee alone shall be liable for any action/proceeding(s) under Foreign Exchange Management Act, 1999 as amended from time to time and the rules and regulations of Reserve Bank of India or any other applicable law. The Allottee shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.

**6.2** The Allottee shall comply with all legal requirements necessary for purchase/conveyance of immovable property i.e. the Said Apartment/Shop/Unit, wherever applicable and shall execute all necessary forms or applications or deeds etc. for that purpose. Registration charges, Stamp Duty and Sub Lease Charges and other incidental/ancillary expenses or charges in respect of the sale/sublease/conveyance of the Said Apartment/Shop/Unit shall be over and above the Total Price/Consideration payable and shall be borne and paid by the Allottee as per applicable rules, regulations and laws and as determined by the Governmental Authority or local bodies or concerned Authorities and/or the Company. In case the Allottee fails to pay the stamp duty, registration charges and all other incidental and legal expenses so demanded, the Company shall have the right to cancel the Allotment Letter and forfeit the Earnest Money and Non-refundable Amount. In such eventuality, the Company shall refund 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty five) days of such

Company

Allottee

Co-Allottee

Co-Allottee

cancellation /rejection/ withdrawal of Allotment without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation / rejection/withdrawal of the Allotment without any interest, whichever is earlier. The Company shall inform the previous Allottee the date of re-allotment of the Said Apartment/Shop/Unit. The Company has explained and the Allottee has understood and agreed that after such cancellation /rejection/ withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company.

**7. SALE/CONVEYANCE DEED OF THE SAID APARTMENT/SHOP/UNIT:** The Sale/Conveyance Deed of the Said Apartment/Shop/Unit shall be executed only after the Allottee has made full and final payments towards the Total Price/Consideration and all other charges and dues which are due and payable by him to the Company. The title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Company to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges to the Company is made by the Allottee. The ownership of the Said Apartment/Shop/Unit shall remain vested with the Company till the execution of the Sale/Conveyance Deed in favour of the Allottee and handing over the possession of the Said Apartment/Shop/Unit to him. The allotment of the Said Apartment/Shop/Unit shall be subject to execution of Sale/Conveyance Deed to be executed by the Company in favour of the Allottee in terms of this Allotment Letter and such Sale/Conveyance Deed which shall be in the form and format as prescribed by Company.

**8. PAYMENT OF TAXES:** The Allottee has agreed and undertaken that all Taxes or Government duties, levies, charges or liabilities etc. whether levied or leviable in future on the Said Land and/or on the Said Apartment/Shop/Unit and/or on the Said Building or Said Complex/Project shall be borne and paid by the Allottee only along with other Allottees on pro rata basis which shall be decided by the Company. The Allottee has also agreed that in the event of any increase in the statutory levy(ies) / compensation / charges etc. by any Governmental Authority or Court in any form or manner whatsoever, the same shall be borne and paid by the Allottee on pro rata basis which shall be decided by the Company.

**9. MUNICIPAL/PROPERTY TAX AND OTHER UTILITY CHARGES:** The Allottee(s) shall pay Municipal/Property/House Tax by whatsoever name called, levied or to be levied, by any local or statutory authority, from time to time on the said Apartment/Shop/Unit from the date of offer of possession. So long as the said Apartment/Shop/Unit is not separately assessed, the Allottee(s) shall pay proportionate share of such taxes, liabilities, if any, in proportion to the super area of the said Apartment/Shop/Unit to the maintenance agency or to the Company, who, on collection of the same from the Allottee(s), shall deposit the same with concerned authorities.

**10. ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Company shall be fully entitled to adjust/appropriate all payments made/to be made by the Allottee under any head(s) of dues against outstanding heads in Allottee(s) name and the Allottee shall have no right to object/demand/direct the Company to adjust the payments in any manner otherwise than as decided by the Company.

#### **11. POSSESSION OF THE SAID APARTMENT/SHOP/UNIT, HOLDING CHARGES AND PENALTY**

**11.1** The Company, based on its present plans and estimates and subject to all just exceptions, shall endeavor to give Notice for Fit-Out of the Said Apartment/Shop/Unit to the Allottee on or before 31.03.2027 subject to the Company's entitlement for a grace period of additional six (6) months without any approval from the Allottee, which shall be subject to all just exceptions and shall also be subject to delay or failure due to Force Majeure conditions including but not limited to reasons mentioned herein or due to failure of the Allottee to pay in time the Total Price/Consideration and other charges and dues payable by him or any failure on the part of the Allottee to abide by all or any of the terms and conditions of this Allotment Letter. The Fit-Out Period shall be for 3 months as defined hereinbefore. It has been specifically explained by the Company and agreed by the Allottee that some Common Areas and Facilities in the Said Complex/Project including Club/Community Center, Swimming Pool/Water Bodies etc. shall become operational only after completion of the Said Project entirely.

Company

Allottee

Co-Allottee

Co-Allottee

**11.2 SCHEDULE FOR THE POSSESSION OF THE SAID APARTMENT/SHOP/UNIT:** The Company agrees and understands that timely delivery of possession of the Apartment/Shop/Unit is essence of the Apartment/Shop/Unit. Subject to receipt of full consideration/total price and dues of the company and taxes thereon are paid by the Allottee(s) in respect of the said Apartment/Shop/Unit, in terms of these presents, the company, based on the approved plans and specifications, assures to offer the possession of the said Apartment/Shop/Unit on or before 31.03.2027 Provided that the company shall be entitled to reasonable extension of time for giving delivery of the Apartment/Shop/Unit on the aforesaid date, if the completion of building in which the Apartment/Shop/Unit is to be situated is delayed on account of—

- i. Non Availability of Steel, other building material, water or electric supply
- ii. War, Civil commotion, Pandemic, Any Lockdown or act of God;
- iii. Any Notice, order, rule, notification of the Government and/or other public or competent authority prohibiting the company from undertaking project/receipt of approval.
- iv. The company herein is also entitled for extension of time for handing over possession of the said Apartment/Shop/Unit as may be permitted by the regulatory authority under provisions of section 6 of the real estate (regulations and development) act, 2016

**11.3 FAILURE OF THE ALLOTTEE TO TAKE THE POSSESSION OF THE APARTMENT/SHOP/UNIT:** Upon receiving a written intimation from the Company, the Allottee(s) shall take possession of the Apartment/Shop/Unit from the Company by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Company shall give possession of the Apartment/Shop/Unit to the Allottee. In case the Allottee fails or commits delay in taking possession of the said Apartment/Shop/Unit within the time provided in offer of possession letter to take possession, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, holding charges and any other expenses and outgoing in respect of the said Apartment/Shop/Unit and the Company shall not be liable for the maintenance, wear and tear of the said Apartment/Shop/Unit.

**11.4** The Company has explained and the Allottee has understood and agreed that he shall take possession of the Said Apartment/Shop/Unit tower wise as and when the same is offered and also within the time stipulated by the Company in the concerned letter or notice by executing necessary Conveyance / Sale Deed and/or indemnities, undertakings etc. In the event of Allottee(s) failure to take over possession of the Said Apartment/Shop/Unit due to some bonafide reasons, the Company may, on the written request of the Allottee, extend the time for taking over possession of the Said Apartment/Shop/Unit for a maximum period of six (6) months subject to the condition that the Allottee shall pay to the Company Holding Charges @ Rs. 2/- (Rupees Two Only) per sq.ft. of the Super Area of the Said Apartment/Shop/Unit (hereinafter "**Holding Charges**") per month for the entire period of such delay and the Company shall withhold conveyance or handing over for occupation and use of the Said Apartment/Shop/Unit until the entire Holding Charges with overdue interest, if any, equal to **MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India+1% unless provided under the Rules** per annum are fully paid by the Allottee to the Company. It is made clear and the Allottee(s) agrees that the holding charges as stipulated in this clause shall be a distinct charge not related to (but in addition to) maintenance or any other charges as provided in the agreement. Here it is also clarified that limitation period will also start from the date of offer of possession. However provided that in case the Allottee fails to take over possession of the Said Apartment/Shop/Unit within the stipulated time or after the expiry of the said period of six (6) months, as the case may be, the Company shall have full right to cancel the Allotment Letter of the Said Apartment/Shop/Unit and on such cancellation, Earnest Money and Non-refundable Amount shall stand forfeited. In such eventuality, the Company shall refund 50% (fifty percent) of the balance amount of money paid by the Allottee within 45 (forty five) days of such cancellation /rejection/ withdrawal of Allotment without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation / rejection/withdrawal of the Allotment without any interest, whichever is earlier. The Company shall inform the previous Allottee the date of re-allotment of the Said Apartment/Shop/Unit. The Company has explained and the Allottee has understood and agreed that after such cancellation /rejection/ withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company. The Allottee has also agreed that in case two or more Allotees have been allotted the Said Apartment/Shop/Unit jointly, such balance amount cheques shall be dispatched by the Company in the names of all the Allotees in equal ratio at the address of the first named Allottee.

**11.5** The Company has explained and the Allottee has understood and agreed that in the event the Notice for Fit-Out of the Said Apartment/Shop/Unit is delayed after the expiry of the grace period of six (6)

Company

Allottee

Co-Allottee

Co-Allottee

months, except for Force Majeure circumstances and the Allottee not being in default/breach of the terms and conditions set out in this Allotment Letter including timely payment of installments, other charges and dues, the Company shall pay compensation/damages in the form of Interest equal to **MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India+1% unless provided under the Rules** per annum on the amount paid by the Allottee towards the cost/consideration of the Said Apartment/Shop/Unit excluding taxes and other charges for the period of delay after the expiry of the grace period till the date of Notice for Fit-Out to the Allottee whose name appears first in the Allotment Letter and not to anyone else. The Company has explained and the Allottee has agreed and confirmed that the compensation/damages in the form of interest mentioned herein are just and proper and the Allottee shall have no other rights or claims whatsoever under any circumstances and shall not claim any damages or compensation etc. of any kind whatsoever on any account. The adjustment of such compensation/damages in the form of interest shall be made only at the time of execution of Sale/Conveyance Deed of the Said Apartment/Shop/Unit.

**11.6** The Company has explained and the Allottee has understood and agreed that any delay on the part of the Statutory Authority/Governmental Authority in issuance of the completion certificate shall not be considered as any delay on the part of the Company. The date of applying for the completion certificate by the Company shall be presumed as the date of completion and the Company shall not be liable for any delay on any account whatsoever and the Allottee shall have no right to make any claim whatsoever for the delay.

**11.7** The Company has explained and the Allottee has understood and agreed that the compensation/damages in the form of interest stipulated hereinabove shall be payable to Allottee only if the Allottee has made timely payment of all the due installments and other charges/dues as payable by him to the Company in terms of the payment schedule/plan stipulated in this Allotment Letter. It has been explicitly understood and agreed by the Allottee that in the event of his failure to make timely payment of any of the due installments or other charges/dues, the stipulation of payment of compensation/damages in the form of interest by the Company to the Allottee shall be deemed to have been waived off by the Allottee and the Allottee shall not be entitled to any compensation/ damages in the form of interest. The payment of interest on the delayed installment(s)/charges shall not make the Allottee entitled for the above mentioned compensation/damages in the form of interest.

**11.8 PROCEDURE FOR REFUND OF MONEY ON CANCELLATION OF APARTMENT/SHOP/UNIT:** In case of cancellation of allotment of the said Apartment/Shop/Unit due to breach of terms and conditions of the agreement or at specific request of Allottee(s)/applicant's the procedure to be followed as under. However, for claiming refund the Allottee(s)/applicant's will have to surrender following documents:-

1. Letter of request for refund of Money
2. All original receipts issued by Company
3. Allotment Letter in original
4. in case bank loan has been raised and company has signed permission to mortgage & Tripartite agreement, concerned banks no dues certificate and no objection certificates along with surrender of original and copy meant for Allottee(s)/applicant's of tripartite agreement and permission to mortgage.
5. Cancellation of agreement to sale from sub-registrar, Ghaziabad, U.P. (if any registered)

In case Allottee(s) do not complete the refund formalities within time, the Company's liability is limited only to refund the amount as per terms of agreement and no other compensation or claim will be payable by the company.

## **12. SUBSTITUTION OF NAME**

**12.1** The Company may, in its sole discretion and subject to applicable laws and notifications or any Government directions as may be in force, permit the Allottee to get the name of his nominee substituted in his place subject to such terms and conditions and charges as the Company may impose. The substitution shall be at the sole discretion of the Company and the Allottee shall obtain prior written permission from the Company before doing any such transaction of such substitution. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences/charges that may arise from such substitution. The original as well as substituted Allottee shall jointly and/or severally keep the Company fully indemnified and harmless in this regard. The Company has explained and the Allottee has understood and agreed that all the provisions contained herein and the obligations arising hereunder in

Company

Allottee

Co-Allottee

Co-Allottee

respect of the Said Apartment/Shop/Unit shall equally be applicable to and enforceable against any and all future nominees/assignees of the Said Apartment/Shop/Unit, as the said obligations go along with the Said Apartment/Shop/Unit for all intents and purposes, subject to the provisions mentioned herein above.

**12.2** The Allottee and Co-Allottee, if any, will have equal share in the said Apartment/Shop/Unit, and in case of death of any of them, the booking will continue only after providing a succession certificate regarding the legal heirs of the deceased from the appropriate authority and a NOC from the bank, in case a loan facility is availed. Similarly, in case of divorce or where any type of dispute arises between the Allottee(s), the booking will continue only after providing a written consent and NOC from the concerned bank. The dispute, whatsoever as stated above, shall not give any effect to the terms & conditions of the Allotment letter. In the above said circumstances, there will be a time limit maximum up to two months for the required compliance in case of non-payment of dues and the interest on delayed payment shall be charged, and thereafter, the company can cancel the said allotment and the Allottee shall have no claim or right, whatsoever, except to claim for the refund of amount deposited subject to other terms & conditions mentioned in this allotment letter. The amount for the sharing of refund in case of divorce and/or any kind of dispute as stated above, consent of the Allottee shall be necessary; otherwise, the amount shall be refunded in equal share(s) between all the Allottee(s).

**13. CORRESPONDENCE:** The Allottee shall get his complete mailing address registered with the Company by mentioning the same in the Application for booking of the Said Apartment/Shop/Unit and it shall be his responsibility to inform the Company in writing by Registered/Speed Post A.D. Letter about all or subsequent changes, if any, failing which all communications/notices etc. sent by the Company at the mailing address of the Allottee as mentioned in this Allotment Letter or at the last known mailing address as informed by him in writing, as the case may be, shall be deemed to have been received by the Allottee. In case of joint Allottees, all communications/notices shall be sent by the Company to the Allottee whose name appears first in this Allotment Letter and at the mailing address given by him as mentioned in this Allotment Letter and this shall for all purposes be considered/deemed to have been received by all the Allottees and no separate communication shall be sent to the other joint Allottees. This is without prejudice to the stipulation that the Allottee shall have to strictly comply with the schedule of payment plan opted by him and the Allottee shall be fully and solely responsible for any default in payment and the consequences that might arise therefrom.

#### **14. LAYOUT AND PLANS**

**14.1** The Allottee has seen and accepted the Layout plan / Building plan of the Said Complex / Said Building and specifications, and he has requested for booking of the Said Apartment/Shop/Unit with the specific knowledge that the Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion, deem appropriate and fit or as may be done by any Governmental Authority and the Allottee has given his irrevocable consent to such variation/addition/deletion/alteration and modification.

**14.2** The Company has explained and the Allottee has agreed that the Company shall have the full right to effect alterations in the Layout plan / Building plan of the Said Complex / Said Building, which may involve all or any of the changes, like change in the area or location or direction of the Said Apartment/Shop/Unit, change in its number, boundaries, change in floor-plan layout or any other changes and the Applicant shall have no objection to such alterations. The Company shall have the right to increase or decrease the number of Apartments/Units offered in the Said Building / Said Complex. The Company shall also have the right to withdraw the allotment of some of or all the Apartments/Units. The Allottee has also agreed that if any change happens in the Super Area/Carpet Area of the Said Apartment/Shop/Unit within the range of  $\pm 5\%$  (five percent), the Allottee shall be under an obligation to accept the same and pay/receive the increase/decrease in the price of the Said Apartment/Shop/Unit accordingly without any objection. Such revised price will be applicable at the original rate per sq. ft. of Super Area/Carpet Area at which the Said Apartment/Shop/Unit was booked and allotted. However, in case the variation exceeds  $\pm 5\%$  (five percent) of the Super Area/Carpet Area and the same not being acceptable to the Allottee, in that eventuality the Allottee shall inform the Company in writing his objections to such variation within 30 (thirty) days from the date of receipt of information of such variation, failing which the Allottee shall be deemed to have given his consent to such variation and pay/receive the increase/decrease in the price of the Said Apartment/Shop/Unit accordingly without any objection. In case the Allottee objects to such variation in writing within the said time limit of 30 (thirty) days and the Company decides to go ahead with such variation, then the Allotment Letter of the Said Apartment/Shop/Unit shall be deemed to be cancelled. In such eventuality, the Company shall refund

Company

Allottee

Co-Allottee

Co-Allottee

50% (fifty percent) of the amount of money paid by the Allottee within 45 (forty five) days of such cancellation/withdrawal of Allotment without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation /withdrawal of the Allotment without any interest, whichever is earlier. The Company shall inform the previous Allottee the date of re-allotment of the Said Apartment/Shop/Unit. The Company has explained and the Allottee has understood and agreed that after such cancellation/withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company. The Allottee has also agreed that in case two or more Allottees have been allotted the Said Apartment/Shop/Unit jointly, such refund amount cheques shall be dispatched by the Company in the names of all the Allottees in equal ratio at the address of the first named Allottee.

## **15. FORCE MAJEURE**

**15.1** The Company has explained and the Allottee has agreed that the Company shall not be liable to perform any or all of its obligations during the subsistence of any Force Majeure circumstances and the time period required for performance of its obligations shall inevitably stand extended as per the sole decision of the Company and the Allottee shall have no right to raise any objection or claim. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the Said Project in abeyance and cancel/amend/modify/vary the terms and conditions of this Allotment Letter. In case of such cancellation of this Allotment Letter, the Company shall be liable only to refund the entire amount received from the Allottee without any interest. In such eventuality, the Company shall refund 50% (fifty percent) of the amount of money paid by the Allottee within 45 (forty five) days of such cancellation /rejection/ withdrawal of Allotment without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation / rejection/withdrawal of the Allotment without any interest, whichever is earlier. The Company shall inform the previous Allottee the date of re-allotment of the Said Apartment/Shop/Unit. The Company has explained and the Allottee has understood and agreed that after such cancellation /rejection/ withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company. The Allottee has also agreed that in case two or more Allottees have been allotted the Said Apartment/Shop/Unit jointly, such refund amount cheques shall be dispatched by the Company in the names of all the Allottees in equal ratio at the address of the first named Allottee.

**15.2** The Company has explained and the Allottee has agreed that the Company may, in its sole discretion, suspend or terminate the Said Project or any part of the Said Project due to any Force Majeure circumstances or due to any other reason whatsoever and in such an eventuality, the Company shall be entitled to cancel the Allotment Letter of the Said Apartment/Shop/Unit. In such eventuality, the Company shall refund 50% (fifty percent) of the amount of money paid by the Allottee within 45 (forty five) days of such cancellation /rejection/ withdrawal of Allotment without any interest and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Said Apartment/Shop/Unit or at the end of one year from the date of cancellation / rejection/withdrawal of the Allotment without any interest, whichever is earlier. The Company shall inform the previous Allottee the date of re-allotment of the Said Apartment/Shop/Unit. The Company has explained and the Allottee has understood and agreed that after such cancellation /rejection/ withdrawal of the Allotment Letter of the Said Apartment/Shop/Unit, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Shop/Unit and against the Company. The Allottee has also agreed that in case two or more Allottees have been allotted the Said Apartment/Shop/Unit jointly, such refund amount cheques shall be dispatched by the Company in the names of all the Allottees in equal ratio at the address of the first named Allottee. Thereafter the Allotment Letter shall be treated as null and void.

**16. FAR (FLOOR AREA RATIO):** The Company has explained and the Allottee has agreed that in the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Governmental Authority in any form and/or purchase of additional/increased FAR by the Company, the Company shall have full right to raise further constructions over the top roof/terrace of the Towers/Buildings and/or on the open area or vacant land including but not limited to constructing additional buildings in the Said Complex/Project as being the sole and exclusive property of the Company and the Allottee shall not be entitled to raise any objection or make any claim on any account in this regard. The Company shall have the sole discretion and right to utilize the additional/increased FAR in the manner it deems fit. The Allottee has further agreed and confirmed that on such additional construction by use of additional/increased Company Allottee Co-Allottee

Co-Allottee

FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Allottee. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Building / Said Complex/Project. The Allottee has acknowledged that the Allottee has not made any payment towards the additional/increased FAR and shall have no objection to any of such construction activities carried on the Said Building / Said Complex / Said Project.

## **17. MAINTENANCE AGREEMENT**

**17.1** The Company has explained and the Allottee has agreed that the Allottee shall enter into and execute a Maintenance Agreement to be executed between the Allottee and the Maintenance Agency nominated by the Company, on or before Notice for Fit-Out of the Said Apartment/Shop/Unit is given by the Company, for the maintenance facility and upkeep of the Common Areas and Facilities and common services in the Said Tower and Said Complex/Project and the Allottee shall also pay the advance Maintenance and other Charges and Interest Free Maintenance Security (IFMS) determined and fixed by the Company. The Allottee has understood and agreed that the Maintenance Charges shall be payable by the Allottee from the date of possession / deemed possession of the Said Apartment/Shop/Unit and in the event of the Allottee failing to take possession of the Said Apartment/Shop/Unit, once it is offered for possession by the Company, the Allottee shall be deemed to have taken possession of the Said Apartment/Shop/Unit for the purpose of payment of Maintenance and other Charges and shall be liable to pay Maintenance and other Charges commencing from the date of such deemed possession. The Allottee has understood and agreed that he shall take possession of the Said Apartment/Shop/Unit Tower wise as and when the same is offered and also within the time stipulated by the Company in the concerned letter or notice by executing necessary Sale/Conveyance Deed and/or indemnities, undertakings etc. It has been specifically explained by the Company and agreed by the Allottee that some Common Areas and Facilities in the Said Complex/Project including Club/Community Center, Swimming Pool/Water Bodies etc. shall become operational only after completion of the Said Project entirely.

**17.2** The Allottee shall not hold the Company responsible for any act or omission or commission or deficiency in services of any nature whatsoever on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively responsible (be it tortious, vicarious, civil or criminal) for its acts, commission or omission in rendering the services to the Applicant in terms of the Maintenance Agreement. The Allottee has agreed and expressly discharged the Company from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.

**17.3** The Allottee has agreed that after execution of Sale/Conveyance Deed, the Allottee shall permit the Maintenance Agency or its representatives, when so required, to enter the Said Apartment/Shop/Unit for the purpose of performing installations, alterations, inspection or repairs to the mechanical or electrical services and generally such entry will be at a time convenient to the Maintenance Agency and Allottee but in case of emergency, such right of entry shall be immediate.

**17.4** The Allottee(s) shall pay to the company a sum of Rs. 2000/- for meeting all legal cost charges and expenses including professional fee of advocate to company in connection with formation of the society/association of apartment owners and for preparing its rules and regulations and bye-laws. The A.O.A as and when formed shall be in accordance with the model bye-laws laid down in the U.P. Apartment Act and rules.

**17.5** As the Allottee is aware for the payment of the advance Maintenance charges for a period of 24 months of the said Apartment/Shop/Unit. After the expiry period of 24 months the monthly maintenance charges shall be payable within a period of seven (7) days of demand by the Allottee(s) to the maintenance agency. In case of delay in monthly maintenance charges within this period, interest equal to **MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India+1% unless provided under the Rules** per annum plus applicable GST shall be charged for the period of delay, in case of failure of the Allottee(s) to pay the monthly maintenance charges on or before the due date, the maintenance agency will be entitled to effect disconnection of services to the Allottee(s) that may include disconnection of water/sewer/power back-up, and debarment from usage of any or all common facilities within the project/said building/said Apartment/Shop/Unit. The maintenance agency may also, apart from other remedies open to it, restrict or object to the transfer of the said Apartment/Shop/Unit by the Allottee(s). The Allottee(s) agree's to pay the maintenance charges as determined by the company/association of Allottee(s), as the case may be from the date of offer of possession of the said Apartment/Shop/Unit.

Company

Allottee

Co-Allottee

Co-Allottee

**17.6** The GST on maintenance charges of the project will be separately and proportionately borne by the Allottee(s). The Allottee(s) or its nominees/agents/employees etc. shall at all times comply with the rules and regulations laid down by the maintenance agency.

**17.7** This arrangement shall continue till the maintenance of the whole project is handed over to the municipal authorities or the association of the Allottee(s)/occupants. In such case, the company/maintenance agency shall return/transfer the balance amount of IFMS after settlement of accounts/adjustment of outstanding amounts/deduction of amount incurred on major faults/other charges as mutually agreed.

**18. DEFECT LIABILITY:** The defect liability period will be 24 Months from the date of offer of possession. The defect liability shall be limited to the major defect in construction, i.e., structure; however, air cracks in plaster masonry, wrap page in doors and windows, normal wear and tear, pest etc., shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes, etc. The defect liability is not applicable on the bought-out items most of which are covered under warranty by the manufacturers themselves; however, in the event of recurring problems with the bought-out items, the Company shall be co-operative with the Allottee in sorting out the issue. Provided however, that the Allottee(s) shall not carry out the alteration of the whatsoever nature in the said Apartment/Shop/Unit or in the fittings therein, in particular it is hereby agreed that the Allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or nay erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, covering of balcony etc., if any of such works are carried out the defect liability automatically shall become void. The word defect there means only the manufacturing and workmanship defect's caused on account of willful neglect on the part of the company, and shall not mean defect's caused by normal wear and tear and by negligent use of the Apartment/Shop/Unit by the occupants, vagaries of nature etc.

**19. NUISANCE:** The Allottee shall use the Said Apartment/Shop/Unit for residential purpose only and shall not use or allow to be used the Said Apartment/Shop/Unit for any illegal or immoral purpose or for any activity that may cause nuisance to other Allotees or occupants of the Said Building/Tower/Complex/Project. The Allottee shall not store any hazardous or polluting articles/substances in the Said Apartment/Shop/Unit. The Allottee shall indemnify and hold harmless the Company for any losses and/or damages caused on account of breach of conditions of this Allotment Letter.

**20. LIABILITIES:** The Allottee, after taking possession of the Said Apartment/Shop/Unit, shall have no claim against the Company in respect of any item of work, installation etc. in the Said Apartment/Shop/Unit, which may be said not to have been carried out or for non-compliance of any design, specification, building material or for any other reasons whatsoever.

**21. COPIES OF THE ALLOTMENT LETTER:** Two copies of this Allotment Letter shall be signed. The Company shall retain one copy and hand over/send the second copy to the Allottee for his reference and record. This Allotment Letter shall be valid only upon the Company signing this Allotment Letter through its Authorised Signatory after the copies duly signed by the Allottee are received by the Company.

**22. PLACE OF EXECUTION:** The execution of this Allotment Letter shall become complete only upon its signing by the Company through its Director/Authorized Signatory at the Company's registered office in Delhi after the copies are duly signed by the Allottee and are received by the Company. For all intents and purposes this Allotment Letter shall be deemed to have been executed at Delhi.

**23. COMPANY'S RIGHT TO JOIN AS AFFECTED PARTY:** The Company shall have right to join as an affected party in any suit/complaint/proceeding filed before any appropriate Court/Forum or Governmental Authority by the Allottee, if the Company's rights under this Allotment Letter are likely to be affected/prejudiced in any manner by the decision of the Court/Forum or Governmental Authority on such suit/complaint/proceeding. The Allottee shall be under strict obligation to keep the Company fully informed at all times in this regard.

**24. ENTIRE UNDERSTANDING:** This Allotment Letter constitutes the entire terms of allotment of the Said Apartment/Shop/Unit and the entire understanding between the Company and the Allottee and

Company

Allottee

Co-Allottee

Co-Allottee

supersedes all prior understandings, agreements (if any), letters, applications, documents, etc. between them whether oral, written or implied.

**25. INVALID PROVISIONS AND SEVERABILITY:** If any provision of this Allotment Letter is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations under this Allotment Letter will not be materially and adversely affected thereby, then (a) such provision will be fully severable; (b) this Allotment Letter will remain in full force and effective and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here-from, and (c) in lieu of such illegal, invalid or unenforceable provision, there will be added/substituted as considered fit by the Company to which the Allottee shall not object, as a part of this Allotment Letter a legal, valid and enforceable provision as similar in terms and effect to such illegal, invalid, or unenforceable provision as may be possible.

**26. WAIVER:** Any terms or condition of this Allotment Letter may be waived at any time by the Company at its sole discretion of which it is entitled to the benefit. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion. All remedies, either under this Allotment Letter, or by Law or otherwise afforded, will be cumulative and not alternative.

**27. ARBITRATION:** All or any disputes or differences arising out of or touching upon or in relation to the terms of this Allotment Letter including the interpretation and validity of the terms thereof and respective rights and obligations of the Allottee and the Company, shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Indian law of arbitration i.e. Arbitration and Conciliation Act, 1996 or any statutory amendments/modification thereof for the time being in force. The arbitration proceedings shall be held at Delhi in English language by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Allottee has agreed and confirmed that he shall have no objection to such appointment of the Arbitrator by the Company.

**28. JURISDICTION:** This Allotment Letter shall be governed and construed in accordance with the laws of Republic of India with exclusive jurisdiction conferred on the courts at Delhi for all matters arising out of or touching and/or concerning this Allotment Letter and/or the transaction contemplated herein.

#### **ACCEPTANCE BY THE ALLOTTEE**

I/We, the Allottee, do hereby accept all the terms and conditions of this Allotment Letter.

The Allottee hereby confirms that he has requested for booking of the Said Apartment/Shop/Unit in the Said Project with full knowledge and subject to all the laws, notifications and rules applicable to the Said Project in particular and area in general which have been explained by the Company and understood by him. The Allottee furthers confirms that he has relied on his own judgment and investigation in determining to apply for booking of the Said Apartment/Shop/Unit and has not relied upon and/or is not influenced by any Plans, advertisements, representations, or statements etc. of any nature, whatsoever, whether written or oral made by the Company or any selling agents / sales organizers / brokers or otherwise relating to the Said Apartment/Shop/Unit or Said Project. The Allottee has fully satisfied himself about the title, interest and rights of the Company in the Said Land and the Said Project and has

Company

Allottee

Co-Allottee

Co-Allottee

understood all the limitations and obligations of the Company in respect thereof and the Allottee has confirmed that there shall be no more investigation or objection by the Allottee in this respect.

The Allottee hereby confirms that the Allottee has satisfied himself about the competence of the Company to allot the Said Apartment/Shop/Unit, seen relevant documents, title deeds, layout plan etc., and also understood all the limitations and obligations of the Company and the Allottee in respect thereof and the Allottee has confirmed that his investigations are complete in all respects. The Allottee has acknowledged and agreed with the computation of the Carpet Area as well as Super Area of the Said Apartment/Shop/Unit by the Company which shall be final and binding upon the Allottee for all purposes subject to the terms of this Allotment Letter.

The Allottee also confirms that he is signing this Allotment Letter with full knowledge of all the terms and conditions contained in this Allotment Letter and that he has clearly understood all his rights, duties, responsibilities, obligations under each and all the clauses of this Allotment Letter, and has obtained independent legal advice on the same. The Allottee hereby undertakes that he shall strictly and scrupulously remain bound by the terms and conditions incorporated in this Allotment Letter for the allotment of the Said Apartment/Shop/Unit by the Company including payment of further installments of Total Price/Consideration and all other amounts, taxes and cesses, dues and charges as per the payment plan opted by him and/or as and when demanded by the Company. The Allottee further undertakes that the Allottee shall observe and perform all the covenants and conditions of this Allotment Letter and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee.

The Allottee agrees, assures and undertakes that in the event of cancellation of this Allotment Letter by the Company for any reason whatsoever including but not limited to as set out in the terms and conditions provided in this Allotment Letter, the Allottee shall have no claim/lien/charge/interest, right or remedy etc. on the Said Apartment/Shop/Unit or against the Company and the Company shall have full right to receive fresh application for allotment of the Said Apartment/Shop/Unit and allot the same to any other Person.

The Allottee represents and confirms that he shall abide by all the laws, rules, regulations and notifications etc. as may be made applicable to the Said Apartment/Shop/Unit and Said Complex/Project / Said Land including the terms and conditions mentioned herein. The Allottee has understood and agreed that subject to other terms and conditions of this Allotment Letter and after payment of the Total Price, Taxes, other charges and dues as per the Allotment Letter, the Allottee shall be transferred/conveyed the Said Apartment/Shop/Unit along with undivided and imitable proportionate share in the land underneath the Said Building and undivided proportionate share in the Common Areas of the Said Building including all easementary rights attached thereto along with rights of use of Common Areas and Facilities earmarked for common use for all occupants within the Said Complex. The Allottee shall not be entitled to claim partition of his undivided share in the land underneath the Said Building, and the same shall always remain undivided and imitable and unidentified.

The Allottee has understood and agreed that except for the Said Apartment/Shop/Unit, along with all common easementary rights attached therewith, including undivided right of use of all Common Areas and Facilities and of ingress and egress over Common Areas within the Said Complex, which may be within or outside the foot print of the Said Building, all rights and interests in all un-allotted / unsold areas in the Said Building / Said Complex, open spaces, roofs / terraces of Said Building, basements, parking spaces (except those which are specifically reserved), shall continue to vest in the Company and the Company shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode which the Company may deem fit in its sole discretion.

The Allottee understands and agrees that the layout plan of the Said Complex/Project may, in addition to residential area, have commercial areas, independent areas and amenities etc. However, this Allotment Letter is confined and limited in its scope only to the allotment of the Said Apartment/Shop/Unit in the Said Complex/Project. The area/boundary of the Said Land may be modified in future to the extent as

Company

Allottee

Co-Allottee

Co-Allottee

may be required/desired by the Company and/or pursuant/consequent to any direction/approval by any Governmental Authority.

The Allottee confirms that the Total Price payable by the Allottee for the Said Apartment/Shop/Unit is on the basis of the Carpet Area of the Said Apartment/Shop/Unit only and that he has not made any payment to the Company, nor the Company has indicated / promised / represented / given any impression of any kind in any explicit or implicit manner whatsoever, that the Allottee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Said Apartment/Shop/Unit or Said Complex/Project (other than those specifically earmarked as Common Areas and Facilities for common use of the occupants within the Said Complex/Project).

The Allottee understands that the Company relying on these specific confirmations, representations, assurances and undertakings of the Allottee has agreed to allot the Said Apartment/Shop/Unit and the Allottee confirms that these undertakings shall survive throughout the ownership of the Said Apartment/Shop/Unit by the Allottee, Allottee(s) legal representatives, successors, administrators, executors, assigns, nominees, subsequent transferees, etc., and accordingly the Allottee agrees and undertakes to incorporate these conditions in the Sale/Conveyance Deed with the subsequent transferee(s).

I/We, the Allottee, do hereby declare that I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

**Agreed and accepted by the Allottee(s) in full and In Witness Whereof the Allottee(s) has/have hereunto set and subscribed his/her/their hands:**

Allottee/Authorised Signatory

Co-Allottee

Co-Allottee

**WITNESSES:**

1. Signature .....

Name .....

Address .....

2. Signature .....

Name .....

Address .....

Company

Allottee

Co-Allottee

Co-Allottee