

**IMPORTANT INSTRUCTIONS TO THE APPLICANTS FOR THE ALLOTMENT OF PLOT IN “LAXMI VILLAS”, RAJ NAGAR EXTENSION, GHAZIABAD, UTTAR PRADESH**

*Please read carefully...*

The Allottee(s) states and confirms that the Company has made the Allottee(s) aware of the office of the Company. The Allottee(s) confirms that the Allottee(s) has seen the site and read and perused the Allotment Letter, containing the detailed terms and conditions and in addition, the Allottee(s) further confirms to have fully understood the terms and conditions of the Allotment Letter (including the Company's limitations) and the Allottee(s) is agreeable to perform his obligations as per the conditions stipulated in the Allotment Letter. Thereafter the Allottee(s) has applied for allotment of a plot in the said land under development and has requested the Company to allot a plot. The Allottee(s) agrees and confirms to sign the Allotment Letter in entirety and to abide by the terms and conditions of the Allotment Letter and the terms and conditions, as mentioned herein. Any one desiring to purchase a plot will be required to execute two (2) copies of the Allotment Letter (hereinafter defined) for each plot to be purchased. The Allotment Letter sets forth in detail the terms and conditions of sale with respect to the said Plot (hereinafter defined) and should be read carefully by each Intending Allottee. The Intending Allottee is expected to read each and every clause of this Allotment Letter carefully; understand the legal implication thereof, his obligations and liabilities and obligations and limitations of the Company (hereinafter defined), as set forth in the Allotment Letter. The Allottee shall thereafter, execute and deliver both (2) copies of the Allotment Letter to the Company within thirty (30) days from the date of dispatch of Allotment Letter through registered post by the Company. On failure of the Allottee to return the duly signed Allotment Letter within the stipulated time, the Allotment (hereinafter defined) of the Allottee may be cancelled by the Company and on such cancellation the Earnest Money (hereinafter defined) and Non Refundable Amounts (hereinafter defined) paid by the Allottee shall stand forfeited and the Allottee shall be left with no right, title or interest whatsoever in the said Plot booked by the Intending Allottee. This Allotment Letter shall not be binding on the Company until executed by the Company through its Authorized Signatory. On return of the Allotment Letter, duly signed by Allottee, within the time as specified, the company will return the a signed copy of the Allotment Letter to the Allottee for his/ her reference and record and the other copy shall be retained by the Company. The Company reserves the right to request thorough identification, financial and other information as it may so desire concerning the Allottee. The Company may reject and refuse to execute the Allotment Letter if it is found that the Allottee has made any corrections / cancellations / alterations / modifications therein. The Company reserves the right to reject any Allotment Letter executed by the Allottee without any cause or explanation or

For M/s. Ascent Developwell Pvt. Ltd.

(Authorised Signatory)

Allottee(s)

without assigning any reasons thereof and to refuse to execute the Allotment Letter in which case the decision of the Company shall be final and binding on the Intending Allottee.

The Allottee confirms having read and understood the above instructions and each and every clause of the Allotment Letter and the Allottee now executes the Allotment Letter being fully conscious of his/her rights and obligations and limitations of the Company thereunder and undertakes to faithfully abide by all the terms and conditions of the Allotment Letter.

Instructions for execution of the Allotment Letter:

- 1) Kindly sign along with joint allottee, if any, on all places in the Allotment Letter including all annexures.
- 2) Kindly paste at the space provided, colour photographs of the allottee and joint allottee, if any
- 3) Kindly sign across the photographs.
- 4) Both signed copies of the Allotment Letter in its original form alongwith all annexures should be returned to the Company by registered post (AD)/hand delivery only within the time stipulated.
- 5) Witnesses signatures to be done only on the pages mentioned.

For M/s. Ascent Developwell Pvt. Ltd.

(Auth. Signatory)

Allottee(s)

**(TENTATIVE DRAFT)**

**ALLOTMENT LETTER FOR PLOT IN  
LAXMI VILLAS, RAJ NAGAR EXTENSION  
GHAZIABAD, UTTAR PRADESH**

Dated: \_\_\_\_\_

To,

(i). Shri/Smt. : \_\_\_\_\_  
S/o./W/o./D/o. \_\_\_\_\_  
Resident of: \_\_\_\_\_  
Aadhar No. \_\_\_\_\_ PAN No. \_\_\_\_\_

(ii)\*. Shri/Smt. : \_\_\_\_\_  
S/o./W/o./D/o. \_\_\_\_\_  
Resident of: \_\_\_\_\_  
Aadhar No. \_\_\_\_\_ PAN No. \_\_\_\_\_

(\* to be filled up in case of joint applicants/Allottees)

(iii)\*\*. M/s. \_\_\_\_\_  
Regd. Office at: \_\_\_\_\_  
Aadhar No. \_\_\_\_\_ PAN No. \_\_\_\_\_

(\*\* to be filled up in case of company/partnership firm/limited liability partnership Firm etc.)

***Sub: Allotment Letter for residential plot in “Laxmi Villas”, at Khasra No. 1226 &1227, Noor Nagar, NH-58, Raj Nagar Extension, Ghaziabad, Uttar Pradesh.***

Dear Sir/Madam,

- a. This has reference to your application dated \_\_\_\_\_ submitted to M/s. Ascent Developwell Pvt. Ltd. (hereinafter referred to as the “**Company**”) for allotment of a Plot in the residential project known as “**Laxmi Villas**” (hereinafter referred to as said “**Project**”) proposed to be developed on land situated at Khasra No.1226 & 1227, Noor Nagar, Raj Nagar Extension, Distt. Ghaziabad, U.P. (hereinafter referred to as the said “**Land**”).
- b. The company, in response to the application No..... dated....., submitted by the Allottee(s) with an initial amount of Rs. .... vide cheque/D.D./RTGS/UTR No. .... dated ..... favoring M/s. Ascent Developwell Pvt. Ltd. and subject to the acceptance of the terms and conditions mentioned hereinafter, provisionally, has allotted to the Allottee(s), a residential Plot bearing No..... having an area admeasuring ..... Sq. Mtr. (.....Sq. Yds.), total plot area in the project known as ‘**Laxmi Villas**’ (hereinafter referred to as the "Plot "). The detailed description of the allotted plot is given in the **Annexure – A** annexed to this Allotment Letter in the said Project. The allotment of the plot is subject to the terms and conditions contained herein below:

For M/s. Ascent Developwell Pvt. Ltd.

(Auth. Signatory)

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1. The company i.e. M/s. Ascent Developwell Private Limited (Promoter) has acquired and purchased a piece of land area ad-measuring 10799.82 Sq. Mtrs. (.....Sq. Yds.) in Khasra No. 1226 & 1227 (Min.), situated in the revenue estate of Village- Noor Nagar, Raj Nagar Extension, Ghaziabad, Uttar Pradesh, by virtue of registered Sale Deeds being document Nos..... dated..... in book No.1, Volume No..... at pages..... and document No..... dated..... in book No.1, Volume No..... at pages..... duly registered in the office of Sub-Registrar, Ghaziabad, Uttar Pradesh.
2. Thereafter, the promoter has submitted, a scheme of plotted development comprises of plots and commercial space to Ghaziabad Development Authority (G.D.A.), Ghaziabad, Uttar Pradesh on the aforesaid land total area admeasuring 10799.82 Sq. Mtrs. (Sq. Yds.), which has subsequently been approved by G.D.A vide Letter No. .... Dated ..... for the development of residential plotted colony alongwith the commercial space, in terms of the approved plan by G.D.A.
3. In terms of all approvals, permissions and any exemptions thereof, as accorded to the promoter by Uttar Pradesh Government, the promoter is entitled to develop and promote a project comprises of residential & commercial plots of different sizes and dimensions on the said Land under development and make the allotment of plots (under developments) to the intending purchasers in the residential colony proposed to be developed by Company, which is more particularly known as “**Laxmi Villas**” situated at Khasra No. 1226 & 1227 (Min.), Noor Nagar, NH-58, Rajnagar Extension, Ghaziabad, Uttar Pradesh (hereinafter known as the ‘Project’), status of which has been updated to entire satisfaction of the Allottee(s), to the Allottee(s)
4. The company, subsequent to the approval granted by Ghaziabad Development Authority, has applied for registration of its project with the Real Estate Regularity Authority, Uttar Pradesh, (in short ‘RERA’), which has been approved by RERA, U.P vide registration No..... on.....
5. The Allottee(s) has/have visited the site and inspected all relevant documents relating to the property including all the approvals, permissions and plans accorded by the Government and has carried out all due diligence in respect of the project as well as the plot and has/have fully satisfied himself/herself/itself as to the title of the Company to the Said land, its marketability and right and authority of the Company to develop the said project on the said Land and to sell the said Plot and other Plots thereat to any party under the terms and conditions imposed by Ghaziabad Development Authority, Ghaziabad (hereinafter referred to as the said “Authority”) to the Company and the Allottee hereby accepts and agrees to abide by the terms and conditions of the Allotment Letter.
6. It is clear that no other oral or written representation or statement made by the company and its representative and any agreement prior to and/or after the issuance of this allotment letter, except any mutually agreed special condition, in writing, shall be considered to be part of this allotment letter.
7. The Allottee has also seen and understood the plans, designs, and specifications of the said Plot/ Project and is willing to purchase the said Plot after fully satisfying himself with all the documents, specifications, layout etc. However, if any changes in the said layout plan and/or drawings are required by any statutory authority(s) of Govt., or otherwise, the same may be effected suitably, to which the Allottee(s) hereby agrees and has given his consent to the company to carry out the same. The allottee(s) agreed that there may be a variation in the size and dimension upto 3%  $\pm$  of the total size of the plot and the final price of the said plot will be adjusted at the time of final payment of the plot.

For M/s. Ascent Developwell Pvt. Ltd.

(Auth. Signatory)

Allottee(s)

8. Subject to the terms & conditions of this Allotment Letter and the execution of Conveyance Deed, the Allottee shall have the following rights:
- (a) ownership with regard to the said Plot only;
  - (b) right to use only such general common areas and facilities, as may be earmarked by the Company, subject to timely payment of Maintenance Charges and membership charges. The Allottee shall use the common area and facilities harmoniously alongwith other plot owners, maintenance staff, etc., without causing any inconvenience or hindrance to any other occupier, allottees and/or staff of company and maintenance agency.
9. The total price of the plot includes the Basic Sale price, External Electrification Charges (EEC), Power Backup Installation Charges, C. House Charges, Two year Advance Maintenance Charges (AMC), Preferential Location Charges (PLC), IGL pipeline Civil work Charges, STP and water network Charges, Sinking Fund, EDC Charges, Elevated Road charges, Metro Cess etc. etc., which the Allottee is liable to pay the same towards the cost of the said Plot. Any change/ modification/ increase in Statutory charges/ Taxes shall be borne and paid by the Allottee in proportionate basis directly to the Company with in 30 (Thirty) days of the receipt of any such communications/demand, which the allottee will be liable to pay even prior and/or after execution of Sale Deed, as may be.
10. The Allottee understands that Allottee has not made any payment to the Company in any manner whatsoever with respect to any land(s), building(s), common areas, facilities and amenities, save and except the use of common areas (for the purpose of direct exit to a nearest public street, nearest road only) to be identified by the Company in its sole discretion and the Allottee hereby agrees that the Company has not indicated/ promised/ represented/ given any impression of any kind in an explicit or implicit manner whatsoever, that the Allottee shall have any right, title or interest of any kind whatsoever therein. The Allottee further agrees that any such identification with respect to Common Areas by the Company in its plans now or in future shall be final, conclusive and binding on the Allottee. Further the Company has made clear to the Allottee that it (the Company or any of its affiliates, group companies) shall be carrying out extensive developmental / construction activities now and for many more months/years in future in the entire area falling outside the Plot Area and that the Allottee shall not have a right to raise any objection or make any claims or not to make payments in time as stipulated in schedule of payments in Annexure-II on account of inconvenience, if any, which may alleged to have been caused to the Allottee due to such developmental/ construction activities or activities incidental/ related to it.
11. It is made clear by the Company and agreed by the Allottee that all rights including the rights of ownership of land(s), facilities and amenities shall vest solely with the Company, its associate companies, its subsidiary companies, who shall alone have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities. This clause shall survive throughout the ownership of the said Plot by the Allottee, his / her legal representatives, successors, administrators, executors, assigns etc.
12. The Allottee has agreed that out of the amount(s) paid/ payable by him for the said Plot allotted to him, the 10% amount of the Basic Sale consideration shall be treated as Earnest Money Deposit. However, if the Allottee, prior to the issuance of the allotment letter and/or within the period of 30 days from the date of booking, choose not to continue with this purchase of the plot and withdraw himself from the said project then in such condition the earnest money deposited by the Allottee(s) shall stand forfeited and balance amount (if any) shall be refunded to the Allottee after statutory deductions and also deduct/retain the brokerage payment made by the company to the broker for the booking of the said plot, if any.

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(Auth. Signatory)

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13. It is agreed by the Allottee(s) that after the issuance of the said allotment letter, in order to ensure the fulfillment of all the terms and conditions as contained in the application and in this Allotment Letter by the Allottee and in the event of failure of the Allottee to perform all obligations set out in this allotment letter or in the event of failure on the part of the Allottee to sign and return this allotment letter in its original form to the Company within 30(Thirty) days from its sending, the Allottee hereby authorizes the Company, at its sole option and discretion, to cancel the booking and the Allotment and further to forfeit the amounts paid by the Allottee as the Earnest Money Deposit as aforementioned together with any interest paid, due or payable amount of a non-refundable nature and also deduct/retain the brokerage payment made by the company to the broker for the booking of the plot, if any. In such situation, the Allottee(s) authorizes the company to re-allot the said Plot to other party, immediately, after cancellation of the same.
14. The conditions for cancellations of booking and for forfeiture of earnest money shall remain valid and effective, till the execution and registration of the conveyance/sale deed in respect of the said Plot and that the Allottee hereby authorizes the Company to make the effect of such forfeiture without any notice to the Allottee.
15. The Allottee shall make all the payments in time in terms of Schedule of Payments and as may be demanded by the Company from the Allottee, time to time, and without any reminders from the Company through A/c. Payee Cheque/Demand Draft(s)/NEFT/RTGS/UTR in favour of M/s. Ascent Developwell Pvt. Ltd. However the Company will send intimation to the Allottee about the agreed payment plan. .
16. Timely payment is the essence of this allotment with respect to the Allottee's obligation to payment total price of the Plot in accordance with the Payment Plan along with other payments such as applicable stamp duty, registration fee, possession charges, IFMS and any other charges payable by the Allottees on or before the due dates or as and when demanded by the company. It is clearly agreed and understood by the Allottee that it shall not be the obligation on the part of the company to send the reminders about the payments to be made by the Allottee and it shall be obligatory to be performed by the Allottee, itself, without any reminder. In the event of delay by the Allottees in making the payment of sale consideration and other Charges as mentioned in the Payment Plan, the Allottee shall be liable to pay interest @ MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% on the delayed payment, as the case may be and/or as in terms of the direction passed by the RERA authority. In the event, the payment of installment is not received within the period of 7 days from the due date in terms of payment plan, the allottee(s) shall be liable to pay interest to the company @ MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% on the delayed payment and the interest shall be charged from the first day of default irrespective of working / non working days and in case the allottee defaulted the payment of the installment for a period beyond 1 month, the company may cancel the allotment and in such situation, the earnest money including the interest liabilities and any other payment of non refundable nature in respect of the said Plot shall be forfeited and the balance amount, if any, will be refunded to the concerned Allottee without any interest after re-allotment of the said Plot (to another proposed/intended allottee) and after compliance of certain formalities by the Allottee.
17. The company shall have the right to adjust/appropriate the amount received from the Allottee first toward the interest, taxes and other sums, if any, due from the allottee and the balance, if any, shall be adjusted/appropriated towards the sale price of the Plot. Such adjustment/appropriation of payment shall be done at the sole discretion of the Company and the Allottee undertakes not to objects, protest and demure or direct the adjustment in the Allottee's payments in any manner otherwise then as decided by the Company at its sole

For M/s. Ascent Developwell Pvt. Ltd.

(Auth. Signatory)

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discretion.

18. Subject to other clauses herein, the Company has allotted to the Allottee the said Plot as described and demarcated in **Annexure-A** in the said Project.
19. The cost of development of the said Plot is escalation free, save and Allottee shall make all payments within time as per the terms of Schedule of Payments as mentioned in Annexure-..... and/or as may be demanded by the Company from time to time without any reminders from the Company through A/c. Payee Cheque(s)/ Demand Draft(s) in favour of “M/s. Ascent Developwell Pvt. Ltd.” payable at Delhi/Ghaziabad. The receipt of payment shall be issued by the Company in the name of first Allottee (in case said Plot is allotted to joint Allottees) irrespective of payment received from any other person. Though the development cost considered is escalation free, however, any guidelines issued and to be issued in future, by the Reserve Bank of India, in this regard shall be applicable, which shall be payable by the Allottee, accordingly.
20. The Allottee may obtain finance from any financial institution/ bank or any other source for purchase of the said Plot, but the Allottee’s obligation to purchase the said Plot pursuant to this Allotment Letter shall not be contingent on the Allottee ability or competency to obtain such financing and the Allottee will remain bound under this Allotment Letter. However, if any bank/ financial institution refuses/ makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee shall not make such refusal/ delay an excuse for non-payment of any installments/ dues to the Company within stipulated time as per the payment plan stated in Annexure-.....
21. The company may, on the request of Allottee, in its sole discretion enter into Tripartite Agreement with the Financial Institution/Banks and Allottee. However, the execution of the Tripartite Agreement by the Company shall not in any manner, be construed to mean that the Company is concerned with the performance or non performance of the respective obligations inter-se the Allottee and Financial Institutions/Banks. The Allottee undertakes to keep the Company duly indemnified of all losses and damages which company may suffer due to default of the Allottee in performing the said Tripartite Agreement. The Allottee undertakes to perform all such obligations towards the Financial Institution/Banks, the performance of which shall have direct bearing on this Allotment.
22. The Allottee is aware that TDS shall also be payable in addition to above cost in case the above cost of the property being purchased by the Allottee is above Rs.50 Lakhs in accordance with the applicable rates as per the Income Tax Act, 1961. The allottee shall deduct the TDS of 1% from the payment of the company and deposit the same with the Government and deliver the relevant TDS certificate, challans, receipts and other relevant documents to the company as per the Act and rules made there under, as applicable to this transaction. The Allottee can pay a separate cheque to the company regarding the TDS of 1% in the name of ..... Any delay in making the payment to the company and/or taxes as aforesaid shall make the Allottee liable to pay the interest to the company and/or any penalty levied by the concerned authority/ies in respect thereof. It is made clear to the Allottee that the deduction of TDS shall be accepted by the company only after the production of deposit receipt/Challans.
23. Unless Sale Deed is executed and registered, the Company shall continue to have all authority over the said Plot and all amounts paid by the Allottee under this Allotment shall merely be a token payment for purchase of the allotted Plot and shall not give him any lien or interest on the said Plot until he has complied with all the terms and conditions of this Allotment and Sale Deed of the said Plot has been executed and registered in his favour.

For M/s. Ascent Developwell Pvt. Ltd.

(Auth. Signatory)

Allottee(s)

24. The Company shall be responsible for providing internal development within the said Project which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines subject to the payment of required charges by the allottees and the allottees will be required to deposit the necessary payment/charges, within the specified period as may be informed by the company.
25. This Allotment is subject to the terms and conditions of sanction of layout plan and/or licenses issued by Ghaziabad Development Authority, Ghaziabad or any other authorities in respect of the said Land/said Project to the Company and the Allottee hereby accept and agrees to abide by the same.
26. The Allottee shall not be unilaterally entitled to get the name(s) of his nominee(s), legal representatives etc. substituted in his/her place. The Company may however, in its sole discretion, permit such substitution on such terms and conditions including payments of administrative charges 0.25% of the total cost of the plot. The other substitution shall further be subject to the directions and instructions as may be issued from time to time by the Government of Uttar Pradesh and/or other authorities having jurisdiction over the project. Any change in name (including addition/deletion) of the Allottee will be deemed as substitution for this purpose. In case the allottee is permitted to do so, the Allottee will be required to obtain a "No Dues Certificate" from the Company and the Maintenance Agency as the case may be.
- (a) That the possession for the said Plot as proposed to be delivered by the Company to the Allottee(s) within .....year from the date of execution of this Allotment letter with 6 months grace period, simultaneous to the execution of sale deed subject to Force Majeure and the Allottee(s) making all payments within the stipulated period and complying with the terms and conditions of this Allotment Letter. However, the company, on completion of the project, prior to the schedule date of completion, may offer the possession of the plot to the Allottee, and in such circumstances, the Allottee will be bound to take the possession of the plot after making the necessary/required payment including all the charges in respect of the plot.
- (b) The Company shall offer in writing to the Allottee to take over, occupy and use the said Plot within thirty (30) days from the date of offer of possession and the Company shall hand over the said Plot to the Allottee subject to the Allottee having complied with all the terms and conditions of this Allotment letter and is not in default under any of the terms and conditions herein and has complied with all provisions, formalities, documentation etc., as may be prescribed by the Company in this regard. Upon receiving a written intimation from the Company, the Allottee shall within the time stipulated by the Company in the notice offering possession, take over the possession of the said Plot from the Company by executing necessary indemnities, Undertakings and such other documentation as the Company may prescribe and the Company shall after satisfactory execution of such documents and payment by Allottee of all the dues permit the Allottee to occupy the said Plot. If the Allottee fails to take over the said Plot as aforesaid within the time limit prescribed by the Company in its notice, the said Plot shall lie at the risk and cost of the Allottee and the Company shall have no liability or concern thereof. Further, in the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Plot for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the Plot or for any other purpose, on expiry of 30 days of offer of possession.
27. The Allottee shall, after taking possession or deemed possession of the said Plot, as the case may be, or at any time thereafter shall have no objection to the Company developing or continuing with the development of other Plots adjoining the said Plot sold to the plot Allottee.

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(Auth. Signatory)

Allottee(s)



28. The event of the Allottee's failure to take over the possession of the Plot allotted within Thirty Days (30) days from the date of written intimation by the Company offering possession, the Allottee shall be liable to pay to the Company holding/watch & wards charges @ Rs.1/- per Sq. ft. per month on total area for the period beyond 30 days, till actual date of possession in addition to maintenance charges as stated above. During the said period, the Plot shall remain at the risk of the Allottee. The Company shall be entitled to withhold sale deed/registry or handing over of possession and use of the Plot, till the watch & ward charges with applicable overdue interest, if any, are fully paid. It is made clear to the Allottee that the holding charges as stipulated in this Clause shall be a distinct charge not related to (and in addition to) maintenance or any other charges as provide in this Allotment Letter. In case the Allottee fails to take the possession of the Plot from the Company within 60 days of stipulate date of the offer of possession, then the Company may terminate the Allotment of 30 days thereafter. On the company exercising the option to terminate the Allotment after 120 days as aforesaid the Company shall be at liberty to sell and/or dispose off the Plot to any other party at such price and charges and upon such terms and conditions, as the Company may deem fit. On the Company exercising the option to terminate the Allotment, money deposited by the Allottee to the Company upto the earnest money and the other charges shall be liable to be forfeited and no refund of any earnest money or other charges shall be made to the Allottee. It is made clear that in case, the Allottee, fails and/or neglected to take the possession of the plot within the prescribed period and/or fails to pay the maintenance charges as prescribed, the Allottee shall not have any authority to do any activity on the said plot and even shall have no right, titled and interest in the said plot, till the execution of sale deed and payment of all the dues in respect of the plot.
29. If the Offer of Possession of plot is delayed due to slow down, strike or lockout or due to disputes between the Company inter se or with the construction agency (ies) engaged by the Company, which are factors recognized by the Allottee to be beyond the control of the Company and/or because of any civil commotion or by reason of war or enemy action, or earthquake or terrorist action or pandemic situation in the country and state or any Act of God (force majeure) or if non-delivery of possession is as a result of any law, notice, order, rule or notification of the Government and/or any other Public or Competent Authority or Court of law or due to delay/refusal for grant of completion/occupation certificate by any competent authority or for any other reason beyond the control of the Company then in any of the aforesaid events, the Company shall be entitled to a reasonable extension of time for delivery of possession of Plot and the time period shall stand extended for the purpose counting the possession period. The Company as a result of such a contingency arising reserve the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Company so warrant, the Company may suspend the said Project or any part thereof for such period as it may consider expedient and no compensation of any nature whatsoever shall be claimed by the Allottee for the period of extension of time for handing over possession of Plot or suspension of the said Project or any part thereof. In the event the Project or any part thereof remains suspended for a continuous period of 180 days, the Company may completely abandon the Project or any part thereof at their sole discretion. Upon abandonment of the Project or any part thereof, the Allottee shall neither have any lien upon the land or any facility the Work / superstructure built thereon nor any right to claim compensation of any nature or any interest whatsoever except the right to receive the principal amount paid towards the sale consideration. The 50% payment of the deposited sale consideration will be refunded by the Company within 120 days and the other 50% of the total deposited amount will be refunded in 12 months from the date of intimation of the abandonment of the Project or any part thereof.

For M/s. Ascent Developwell Pvt. Ltd.

(Auth. Signatory)

Allottee(s)

30. In case, the Allottee has paid all installments on time and as per the Payment Plans and is otherwise in compliance of the terms of this Allotment Letter, if the Company fails to offer possession of the plot within the stipulated period i.e. ....months on execution of this agreement, subject to reasonable delay of 180 days then the Company shall pay to the Allottee a compensation @MCLR+1% on the total deposited amount, provided, that the intending allottee has made the payment of all installments towards the sale consideration amount and other consideration of plot in time without making any delay to developer.
31. The Allottee, if, is a non resident Indian or is a foreign national of Indian Origin, he/she shall be solely responsible for confirming, observing and complying with the necessary formalities and / or provisions of the Foreign Exchange Management Act, 1999 ("FEMA") & Reserves Bank of India Act, 1934 ("RBI Act") and any Rules / regulations made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including those laws governing remittance of payment, acquisition/ sale / transfer of immovable property in India and provide the promoter company with such permission, approval which would enable the promoter company to fulfill its obligations under this agreement. Any refund, transfer of security, if provided in terms of this agreement shall be made in accordance with the aforesaid laws. The allottee understands and agreed that in the event of failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the provisions of the said law/s.
32. The Allottee specifically agrees to pay directly or if paid by the Company then reimburse to the Company on demand, Money, Government rates, property tax, GST, other taxes and cess including applicable income tax and GST of all and any kind by whatever name called levied or leviable in future on the said Plot/ said Land and/or on Project constructed on the said Land, as the case may be, as assessable/applicable from the date of allotment of the said Plot to the Allottee and the same shall be borne and paid by the Allottee in proportion to the area of the said Plot to the area of all the Plots in the said Project as determined by the Company.
33. (a) Upon completion of the Project, the Company shall (subject to the whole of the consideration money and other charges and dues being received), execute and register the Sale Deed of the Plot in favour of the Allottee in such manner as may be permissible at the cost and expense of the Allottee and on the terms and conditions of this Allotment except those omitted by the Company as unnecessary and the terms and conditions, if any, imposed by the concerned authorities in this behalf.
- (b) The stamp duty, registration fee and other charges for execution and registration of this Allotment, Sale Deed or any other Deed with respect to the said Plot shall be payable by the Allottee within the time specified in call notice given by the Company to the Allottee.
34. (a) The Allottee shall be entitled to the possession of the said Plot only after all the amounts payable under this Allotment Letter are paid.
- (b) The Allottee(s) after taking possession of the said Plot shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Plot or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession by the Allottee.
35. All rights including the rights of ownership of road(s), park, swimming pool, facilities and amenities (other than those within the plot of allotted land) shall vest solely with the Company and Company shall have the sole and absolute authority to deal, in any manner, with such land(s), facilities and amenities including but not limited to creation of further right or favor

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of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management of any other mode which the Company may deem fit in its sole discretion. The company relying in good faith on this specific undertaking of Allottee in this allotment letter has agreed to allot the said Plot and its undertaking shall survive throughout the occupancy of the Plot by the Allottee, his/her/it legal representatives, successors, administrators, executors, assigns etc., as the case may be.

36. It is understood and agreed by the parties that the right of admission to C. House, swimming pool, park and any other facilities shall always be reserved and vest with the Company. The Company may permit the use of such facilities upon the payment of Membership fees, timely payment in advance monthly charges, yearly subscription fees or any other charges for use of these facilities. The company will allow the use of the facilities to the other parties/persons/tenants/ lessee etc. at its sole discretion upto 10% of the total capacity of the facilities on making the payment of such fees as may be decided by the company, subject to indemnify all the losses occurred by any act of such members to anyone including the residents of the project.
37. The Allottee can become member of the state of the art in-house C. House (common house), swimming pool and lawn(s) on payment of fees and charges, as may be applicable. The C. House shall be managed by the Company and/or its nominee. The Allottee shall not interfere in the management and/or maintenance of the C. House in any manner whatsoever. It is clarified that the ownership of the, C. House, swimming pool and lawn(s) its equipment, buildings and constructions together with the rights in the land underneath shall continue to vest with the Company at all times irrespective of whether its management is done by the Company and/or its nominee appointed for this purpose. The Allottee shall be entitled to avail the C. House, swimming pool and lawn(s) facilities/services as per the rules and regulations of the C. House / Company.
38. It shall be an essential condition of this allotment that the said Plot shall always be used for the residential purpose and any other specific purposes, in terms of guidelines issued by the Govt. of Uttar Pradesh/ Govt. of India, as may be. Any change in the specified use, which is not in consonance with the theme of the said Project or is detrimental to the public interest and against the sanctioned plan will be treated as a breach of the terms of Allotment entitling the Company to cancel the allotment and forfeit the entire amount deposited by the Allottee. Thereafter, the Allottee shall not have any right, title or interest in the said Plot allotted to him.
39. That the allottee will join the association of owners as may be formed by the company on behalf of the allottees and to pay any fee, subscription charges thereof and to complete such documentation and formalities as may be required and / or deemed necessary by the company for this purpose, failing which the same shall be treated as unpaid portion of the consideration payable by the Allottees herein for the said Plot and the Conveyance of the said Plot may be withheld by the company till full payments thereof is received by Company/ Maintenance Agency.
- 40.(a) In order to provide necessary maintenance services, Company may, upon the completion of the said Project, hand over the maintenance of the said Project to anybody-corporate, association etc. (hereinafter referred to as "Maintenance Agency") as the Company in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc., of the Project including other common areas, landscaping and common lawns, water bodies of the Project will be organized by the Company or its nominated Maintenance Agency. The Plot Allottee agrees and consents to the said arrangements. The Plot Allottee shall pay maintenance charges which shall be fixed by the Company or its nominated Maintenance

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Agency from time to time depending upon the maintenance cost. The Plot Allottee shall be liable to pay interest at the rate of 12% per annum for non-payment of any of the charges within the time specified failing which it shall also disentitle the Plot Allottee to the enjoyment of common services including electricity etc. The Allottee subsequent to the execution of this allotment letter shall also enter/execute the maintenance agreement with the company.

- b). The Allottee shall keep with the Company an Interest Free Maintenance Security (IFMS) deposit towards payment of maintenance charges In order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance bills and other charges as raised by the maintenance agency. The Allottee agrees to deposit said interest free maintenance security as per the schedule of payment given in Allotment Letter in Annexure-... and to always keep it deposited with the Company/ Maintenance Agency. A separate Maintenance Agreement between the Allottee and the Company or its Nominee/Maintenance Agency will be signed at a later date.
  - (c) The Company shall have the right to transfer the IFMS of the Allottee(s) to the maintenance agency/ association of Plot owners as the Company may deem fit, after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Allottee at any time upon execution of the Lease deed and thereupon the Company shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and/or claims, if any, of the Allottee on account of the same.
  - (d) The Company or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Plot for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Allotment including for connections/ disconnections of the electricity and water and/or for repairing/changing wires, gutters, pipes, drains, part structure etc.
- 41. The said Project shall always be known as **“LAXMI VILLAS”** and this name shall never be changed by the Plot Allottees or anybody else. However in case of any legal implication the company shall have absolute rights to change the name and style of the project.
  - 42. The Company shall have the first lien and charge on the said Plot, in the event of the Allottee parting with any interest therein, for all its dues that may become due and payable by the Allottee to the Company under this Allotment. The Allottee will not be entitled to sell / transfer/assign /lease the said plot to any other party without the prior written permission from the company and making any/all the due payments, charges, cess, taxes and any other due in respect of the said plot. In case, the Allottee proposes to sale/transfer the said plot to any other third party except the legal heirs, successors etc. the company is entitled to charge the transfer charges @ 3% from the Allottee/transferee and such Allottee/Transferee shall be liable to make the such payment without any objection. The said terms shall remain valid till the period of 10 years from the date of execution of the Sale Deed by the company in favour of Allottee.
  - 43. That the Allottee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rages, garbage or refuse etc. anywhere in the said project; save and except at areas/places specifically earmarked for these purposes in the said Project. The Allottee/residents shall abide all the rules and regulations passed/issued by the Govt. and local authorities, time to time.

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44. Delay or indulgence by the Company in enforcing the terms of this Allotment or any forbearance or giving of time to Allottee shall not be construed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Allotment by the Allottee nor shall the same in any manner prejudice the rights of the Company.
45. That in case the Allottee(s) has availed loan facility for the purchase of the said Plot, the Allottee hereby covenants with the Company that after the execution and registration of Sale Deed/Conveyance Deed regarding the said Plot, the original Deed shall be received by the Company on behalf of the Allottee(s) from the registration office directly and shall be deposited with the concerned financier/banker to create equitable mortgage thereon in accordance with the Banking Rules & Regulations.
46. The Allottee(s) hereby confirm, agree and acknowledge that, if booking of the said Unit is done through any Real Estate Agent or Broker, then in that event company shall not be held liable or responsible for any misrepresentation, misleading or false information provided by such Agent/Broker. Allottee(s) further agree and confirm that Promoter shall not be held responsible or liable for any commercial arrangements arrived at by and between such Agent/Broker with Allottee(s).
47. The images, audio-visuals, in the marketing documents/ presentations/prospectus/ website by the company may show additional features, external views, internal views, elevations, facade, colour schemes, additional fixtures, loose furniture etc. to provide to Allottee the conceptual sense of the possible lifestyle and such material shall carry a disclaimer or clarification for the same. Such conceptual marketing material shall not form the basis for the specifications and design commitment to the Allottee(s).
48. If any provision of this Allotment shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may be reasonably consistent with the purpose of this Allotment and to the extent necessary to applicable laws and the remaining provisions of this Allotment shall remain valid and enforceable in accordance with other terms. In no circumstances it will render this Allotment void. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Allotment Letter, the terms and conditions contained in this Allotment Letter shall prevail and shall be binding on both the parties.
49. That the company shall have every right and the Allottee(s) shall have no objection in case the company creates a charge on the project land during the course of development of project for raising loan/finance from any bank/financial institution.
- 50.(a) The Allottee shall get his complete address including the Mobile No. and email ids registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his/her address. The address given in the application for allotment of the said Plot shall be deemed to be the Registered Address of the Allottee until the same is changed in the manner aforesaid.  
  
(b) In case of joint Allottees, all communication shall be sent by the Company to the Allottee whose name appears first and at the address given by him and this shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).

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- (c) All letters, receipts, and/or notices issued by the Company or its nominee and dispatched Regd. AD/Speed Post/ Courier Service to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee and which shall fully and effectually discharge the Company/nominee.
- (d) For all the enquiry, communication, letter, reply, reference etc., the email id of the company will be [info@ascentdpl.com](mailto:info@ascentdpl.com) and this email id only will be treated as valid and effective mode of communication and any other communication from any other or different email id having the common domain of the company, except the aforesaid email id, shall not be treated as valid and effective and the same shall not be binding upon the company, in any manner, whatsoever. The Allottee is advised to send all his/her communication on the said email id only.
51. That the allottee agrees and undertakes to commence the construction of the house on the said plot of land hereby sold within 18 months from the date of Notice of Possession. In case the Allottee fails to commence the said construction within the period stipulated herein, the Allottee shall approach the company for extension of said period.
52. That the Construction on the said Plot shall be done strictly in accordance with the zoning regulations and upon obtaining the appropriate approvals from the concerned authorities, including but not limited to GDA and/or the Ghaziabad Municipal Corporation. The Allottee agrees that as the construction on the said plot is to be made strictly on the controlled elevation as approved by company/engaged architect, the site plan for construction work on the plot will be approved through the company only and the cost of the said approval shall be charged by the company from the allottees and for the same the allottees will be liable to pay to the company. Failure on the part of the Allottees to comply with the zoning regulations and / or other statutory regulation, the allottees shall be solely responsible for the same and shall indemnify and hold harmless the company of all penalty, compensation, etc. in the event of any such claim against the company.
53. For all intents and purposes singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Allottee is a joint stock company, a firm or any other body corporate or organization or an association.
54. That if at any stage this document requires to be registered under any law or necessity, the Allottee(s) binds himself and agrees to have the same registered through the Company in his favour at his cost and expenses and keep the Company fully absolved and indemnified in this connection.
55. Further, this Agreement/Transaction is subject to all laws and notifications and rules applicable to this area, including terms and conditions of licence(s) granted by GDA and/or appropriate authorities, for setting up of Laxmi Villas and the Undertakings given by company and that Allottee(s) has familiarized himself in this regard.
56. (a) The terms and conditions contained hereinabove shall be interpreted in a manner so as to cover the laws and rules prevailing in India and conform to Public Policy and/or Fair Trade Practices.
- (b) That the rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India.

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57. All disputes, differences, questions which may, at any time, arise between the parties hereto or any person claiming under them, touching or arising out of or in respect or relation of this Allotment Letter or the subject matter thereof including its interpretations and construction thereof and also in respect of maintenance agreement shall be settled amicably by mutual discussions, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Real Estate (Regulation and Development) Act, 2016.

**SIGNED, EXECUTED & DELIVERED BY:  
for M/S. ASCENT DEVELOPWELL PVT. LTD.**

**Authorized Signatory**

**I/We hereby accept the allotment on the terms  
and conditions mentioned hereinabove.**

(\_\_\_\_\_)  
.....Allottee

**WITNESSES:**

(.....)

(.....)

1) Name: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For M/s. Ascent Developwell Pvt. Ltd.

(Auth. Signatory)

Allottee(s)