

Allotment Letter

To,

Subject : Allotment of Flat/Unit/Apartment in Residential Group Housing Complex known as "Devika Skypers" on Khasra No. 1148, Noor Nagar, Pargana Loni, District Ghaziabad.

Dear Sir/Madam,

This has reference to your application dated _____ for the allotment of residential flat/unit/apartment in the Residential Group Housing Complex known as "**Devika Skypers**" on Khasra No. 1148, Noor Nagar, Pargana Loni, District Ghaziabad (hereinafter referred to as said 'Complex'). In response to your application we, M/s. SHOMIT FINANCE LIMITED, a company registered under the Companies Act, 1956 having its Registered Office at Still Floor, Devika Tower, 6 Nehru Place, New Delhi-110019 (hereinafter referred to as the "Company" which expression shall, unless its repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms & conditions mentioned hereinafter allot to you a residential flat/unit/apartment in the Residential Group Housing Complex "**Devika Skypers**" for a tentative cost of Rs. _____ (Rupees _____)

_____) as per Payment Plan opted by you

Whereas the Company is promoting and developing a Residential Group Housing Complex "**DEVIKA SKYPERS**" on Khasra No. 1148, Noor Nagar, Pargana Loni, District Ghaziabad. The said Plot on Khasra No. 1148, Noor Nagar, Pargana Loni, District Ghaziabad was registered in name of the company vide Registered Sale Deed No. _____ dated _____

The Company has specifically made it clear that the building plans, specifications, location of the Complex, Building in which the flat/unit/apartment applied for will be located have been sanctioned by the competent authority. However at any stage while implementing the same the Allottee(s) agree that it shall not be necessary on the part of the Company to seek consent of the Allottee(s), if for any reason, layout, building plans, specifications, location of the flat/unit/apartment/buildings are sought be modified/amended by the Company or by the sanctioning authority or structural engineers and that the plan/ specifications as may be amended and approved from time to time shall supersede the present plans/specifications. No claim monetary or otherwise will be raised or accepted except the aforementioned rate per sq. ft. will be applicable on the changed area.

And whereas the allottee(s) has/have understood /satisfied having seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid plot and is/are fully satisfied about the title and rights of the Company in respect of the aforesaid complex. The company has right to develop and construct the flat/unit/apartment in the said complex and also has right to allot different flat/unit apartment in the said complex.

And whereas saving and excepting the particular flat/unit/apartment allotted, the allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold flat/unit/apartment, open spaces, lobbies, staircase, lifts, terraces, roofs, spaces for commercial/recreational facilities, club, parks, party hall, basements, swimming pool with changing rooms, guest house, parking spaces(except what has been allotted by an agreement to allottees for car-tots, spaces for public amenities, shopping centers or any other spaces not allotted to him/her/them, which shall all remain the property of the company for all times unless the company decides to dispose them off subject to right of the allottee(s), as mentioned as a whole or in part to one or more person(s) company(ies) institution(s) whatsoever for short term or long term.

The flat/ unit/ apartment allottee(s) acknowledge(s) that the Company has already provided all information/clarification as required by him/her/them and that he/she/they has have not relied upon and is/are not influenced by any plans, brochures, advertisement, representation, warranties or estimates of any nature whatsoever relating to description or physical condition of the property and the flat/unit/apartment allottee(s) has have relied solely on his/her/their own judgment and investigation in arriving at the decision accept this Allotment and is/are executing this Allotment willingly and free consent without any coercion, undue influence or misrepresentations.

The allottee(s) has/have carefully gone through and understood all the terms and conditions contained in the brochures, advertisement, price list or other relevant document of the dwelling flat/unit/apartment. This allotment letter is subject to the fulfillment of the terms and conditions contained herein this allotment letter and these terms and conditions shall supersede to all the terms and conditions/commitments made earlier in the brochures etc. mentioned above. All previous allotment letters/correspondence issued if any, to you against your application, requesting for allotment of flat/unit/apartment shall be treated as cancelled.

Whereas on the request of the allottee(s) vide his/her their aforesaid application, the Company allotted the flat/unit/apartment for which the detail is given hereunder:

FLAT/UNIT DETAIL

Tower SK	Unit No.	Floor	Type	Super Area (Aprox.) in Sq. Ft.	Phase
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MODE OF PAYMENT

The allottee(s) opted for Down Payment Plan Flexi Payment Plan Construction Linked Plan

PRICE DETAIL

INDEX	RATE	TOTAL AMOUNT
A. Basic Price	Per Sq. Ft.	
B. PLC (Of Floor)	Per Sq. Ft.	
C. PLC (Park/Pool)	Per Sq. Ft.	
D. PLC (Corner/Road)	Per Sq. Ft.	
E. External Electrification Charges	Per Sq. Ft.	
F. Interest Free Maintenance Security (IFMS) (Non Refundable)		
G. External Development Charges	Per Sq. Ft.	
H. Fire Fighting Equipment Installation Charges	Per Sq. Ft.	
I. Parking (Covered/Open)		
J. Club Charges		
K. Power Back-up (1KW Mandatory)	in KW.	

Total Tentative Cost of the flat/unit/apartment Rs. _____ is (Rupees _____).

Service Tax is payable over and above the total cost of flat/unit/apartment at prevailing rate determined by the concerned authority. In case there will be any increase/decrease in rate of service tax then it will be applicable and payable by the allottee(s).

The total tentative cost of flat/unit/apartment as mentioned above is excluding to other taxes, electric meter installation charges, metro cess, incidental charges and other charges, piped gas connection charges, telephone connection, communication and security devices/ equipment installation charges etc., payment of stamp duty, registration charges, any other statutory taxes meaning thereby. The aforesaid Total Cost of the flat/unit/apartment is exclusively restricted up to the cost of construction of the super area only.

The allottees(s) has/have agreed to pay the Cost of the aforesaid allotted flat/unit/apartment as per the Payment Plan opted by the allottee(s).

In case of Down Payment Plan and Flexi Payment Plan, if the allottee(s) fails to pay the stipulated amount/installment as per schedule, the payment plan shall automatically be converted into Construction Linked Plan (CLP) and basic price of flat/unit/apartment shall be charged/calculated accordingly as per converted payment plan and shall be payable by the allottee(s) without any notice from the company.

The final cost shall be decided as per varied super area, if any, at the time of giving physical possession

The payment is to be made in favour of **"SHOMIT FINANCE LIMITED A/c DEVIKASKYPERS PROJECT"** payable at DELHI by an account payee cheque/D.D./Pay order or Cash on counter. Outstation Cheques shall not be entertained but may be entertained by additional payment of collection charges with interest of intervening period at the risk and cost of the allottee(s). The payment is subject to the encashment of the deposited cheques. The company shall not accept any third party cheques

1. Timely payment of the installments is the essence of the terms and conditions of this allotment letter

- 1.1 That the installments in respect of payment of flat/unit/apartment will be due at the intervals, as per opted payment plan annexed. In case payment is not made/received within stipulated period specified in payment plan or even in case of breach of any of the terms and conditions of allotment by the allottee(s), the allotment will be cancelled and 15% of the total cost of the flat/unit/apartment will be forfeited alongwith interest on delayed payment(s), administrative charges and other charges of non refundable nature. Balance amount, if any, will be refunded by an account payee cheque only without any interest within a three months period from the date of cancellation
- 1.2 That if for any reason the booking of the flat/unit/apartment is cancelled by the allottee(s) or the Company for non-payment of any installment or breach of any terms and condition of the application form or the allotment letter, then 15% of the total cost of the flat/unit/apartment will be forfeited alongwith interest on delayed payment(s), administrative charges and other charges of non refundable nature. Balance amount, if any, will be refunded by an account payee cheque only without any interest within a three months period from the date of cancellation
- 1.3 That Installment Call Notice/Demand Letter issued by the Company to the effect that installment has become due, as stated above, shall be final and binding on the allottee(s). It is made clear that time for payment is the essence of this allotment
- 1.4 That in exceptional circumstances, the Company may at its sole discretion condone the delay in payment by charging interest @2% per month on delayed payment, which shall be calculated from the due date/s of the outstanding payment-demand. In the event of the Company waiving the right of forfeiture and accepting the payment on that account, no right whatsoever would accrue to any other defaulter allottee(s) as a matter of right and cannot quoted as precedent

2. For the purpose of this Allotment Letter, Super Area is defined as the total area of the flat/unit/apartment booked with the Company and/or allotted in terms of this Allotment Letter, the Super Area of the flat/unit/apartment means that entire area enclosed by the periphery walls including area under walls, columns and half area of walls common with other flat/unit/apartment of the Tower/Complex, cupboard, plumbing shafts, projections, pergolas, lofts and balconies within the said flat/unit/apartment plus proportionate share of area utilized for common areas and facilities, overhead and underground water tank, guard room, mummy, pump room, electrical substation, lifts at all levels, lobbies, toilets, refuge area, architectural features etc for the said building windows and balconies with projections which will be integral part of the flat/unit/apartment. The method of calculation of super area will be binding on the all allottee(s)

3. That the flat/unit/apartment Allottee(s) shall also be entitled to use the common areas and facilities within the said complex which may be outside the land underneath the said complex building earmarked as generally commonly used area & facilities by all the occupants user of the said complex. However, such generally common areas and facilities earmarked for common use of all occupants shall do not include the un-allotted parking space. Car parking is available in the complex on payment basis either open or covered parking shall be allowed as opted by allottee(s) in the application form at the time of possession against charges on "draw of lots" basis. Car will be parked in the same parking space allotted to the allottee(s). A separate Agreement for allotment of the car parking will be executed between the Company and the allottee(s) at the time of possession. One car parking subject to availability is mandatory. No car/vehicle parking is allowed inside the complex except for those that have been allotted to the allottee(s) flat/unit/apartment owners. The company also reserves the right to allot the un-allotted parking spaces in future after handing over maintenance of the said complex to the Resident Welfare Association/ Association of owner/ occupier of the flat(s)/unit(s). The RWA/Association of Residents or the owner /flat/unit/apartment allottee(s)/occupier of the flat/unit/apartment shall not have any right over the un-allotted parking spaces. The parking space, allotted to allottee(s) alongwith his flat/unit/apartment will be treated as a single indivisible unit for all purpose and shall not be used for any other purpose other than car parking.

4. It is hereby further agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/flat/unit/apartment in the said Project/Complex. However, the Sale Deed in respect of flat/unit/apartment in favour of Allottee(s) will be executed & registered and will be free from all encumbrances at the time of execution of the sale deed of the allotted property.

- 4.1 That the Allottee(s) is aware that various flat/unit/apartment are being allotted to various persons on uniform terms and conditions. The Allottee(s) agrees that he will use the said flat/unit/apartment for residential purpose and shall not use the aforesaid flat/unit/apartment for any other purpose which may or likely to cause nuisance to the Allottee(s) of other flat(s) unit(s) apartment(s) in the Complex, to crowd the passages or to use it for any illegal or immoral purpose or store any hazardous material anywhere in the said flat/unit/apartment complex. The Company reserves the right to determine the sale deed and forfeit the consideration in case of violation of the agreed terms and conditions contained in the allotment letter/sale deed.
- 4.2 That the flat/unit/apartment shall be used for activities/purpose allotted to the allottee(s) which are permissible under the Law.
- 4.3 That the allottee(s) has/have agreed to compensate to the other owners of flat/unit/apartment for damages caused due to his/her/their negligence or willful act while repairing his/her/their toilets/bathrooms/or any other part of his/her/their unit/flat/apartment. The allottee(s) further agreed to compensate for the damages caused to any equipments i.e. lifts, fire fighting equipments, water panels, water pumps, or other related equipments caused due to his/her/their negligence mishandling and willful act.
- 4.4 That the flat/unit/apartment Allottee(s) agree(s) that he/she/they shall not fix/ install the Air conditioners or equipments of like nature at any place other than the spaces earmarked/provided for the said flat/unit/apartment. The allottee(s) shall not design or install or open them in the inside passage, common areas or in the staircases. Further it should be ensured by the Allottee(s) that no water shall drip from the said Air Conditioners, other equipments of like nature and pollution causing equipments like generator set etc. and should not cause inconvenience to other flat/unit/apartment Allottee (s) / Occupants in the said complex.

5. THE ALLOTTEE(S) FURTHER UNDERTAKE(S) THAT:

- a) He/she/they will not display any signboard/name plate/neon light signs on the external façade of the Building/Tower/Complex or anywhere on the exterior of the building or the Common Areas.
- b) That allottee(s) shall not change the colour scheme of the exteriors of the flat/ unit/ apartment/ complex including doors / windows.
- c) That allottee(s) shall not carry out any change in the exterior Elevation or Design of the Flat/ Unit Apartment Building Tower Complex
- d) That allottee (s) will not remove any load bearing wall of the said flat/unit/apartment.
- e) That allottee(s) shall distribute the electrical load within the said flat/unit/apartment in compliance with the electrical system installed by the Company.
- 5.1 The Allottee(s) agrees and acknowledges that he/ she/they shall be solely jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.
- 5.2 That any type of encroachment/construction /additional construction/alterations in the entire Complex including roads, lobbies, roofs etc. will not be allowed to the flat/unit/apartment owner/Resident Welfare Association of the flat/unit/apartment Owners.
- 5.3 That the Allottee(s) consent(s) that he/she/they will have to allow maintenance staff to enter in his/her/their flat/unit/apartment etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her/their Flat/Unit or any other flat/unit/apartment.

- 5.4 That the Allottee(s) shall abide by all laws, rules and regulations of the Ghaziabad Development Authority/Local Bodies/State Government of U.P. and of the proposed Body Corporate Association of the Residents (as and when formed till then as prescribed by the Company) and shall be responsible for all deviations, violations or breach of any of the conditions of law bye laws or rules and regulations after the completion of the complex. The flat/unit/apartment shall be used for the purpose for which it is allotted.
- 5.5 The contents of each flat/unit/apartment along with the connected structural part of the building shall be insured by the Allottee(s) at his/her/their own cost against the fire, earthquake etc. The Company after handing over the possession of a particular flat/unit/apartment shall in no way be responsible for safety, stability etc. of the structure. The Allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for the maintenance of building.
- 5.6 That until a sale deed is executed & registered in favour of the allottees(s), the Company shall continue to be the owner of the flat/unit/apartment and also the construction thereon and this allotment shall not give to the Allottee(s) any right or title or interest therein even though all payment have been received by the Company. The Company shall have the first lien and charge on the flat/unit/apartment for all its dues that may/become due and payable by the Allottees(s) to the Company. It is further clarified that the Company is not constructing any flat/unit/apartment as the Contractor of the allottees(s), but on the contrary, the Company is constructing the Complex as its own and the sale will be affected after the actual physical possession of the constructed/ finished flat/unit/apartment and after the execution-registration of the sale deed.
- 5.7 That the allottee(s) undertake that after taking the physical possession of said flat/unit/apartment as the case may be at any time thereafter the allottee(s) shall have no objection in case any additional construction or continuing with the existing construction of the remaining structure in the complex/other building adjoining with flat/unit/apartment allotted/sold to the other allottees(s).
- 5.8 That in case of NRI allottee(s), the allottees(s) shall be solely responsible for the compliance observance of the provision of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing.
- 5.9 That the Allottee(s) shall get his/her/their complete address registered with the Company at the time of booking and it shall be his/her/their responsibility to inform the Company by Registered A/D letter about subsequent change, if any, in his/her/their address, failing which all demand letters/ notices posted as his/her/their first registered address will be deemed to have been served/received by him/her/them at the time. The allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
6. It is hereby agreed, understood and declared by and between the Company and Allottee(s) that a Sale deed shall be executed and registered in favour of the allottee(s) after the flat/unit/apartment has been finally constructed at the Site, after receipt of total sale consideration and other charges, if any, agreed hereinabove by the Company subject to the NOC obtained by the allottee(s) from the account department of the company. The other connected expense i.e. cost of Stamp Duty for registration of sale deed, registration charges/fee, miscellaneous expenses and Advocate's legal fee/charges shall be borne and paid by the allottee(s). The allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation of the flat/unit/apartment for the stamp duty. In future, in case of demand of any lease rent/any taxes for common area/ super area by the Authority/Local Bodies/State Government of U.P., the allottee(s) will be liable to make payment of such demand on pro-rata basis.
7. That this allotment does not constitute an Agreement to Sell.
8. That if there is any trade Tax and any additional/or new levies, rates, taxes, charges, compensation to the farmers, cess and fees etc. as assessed and attributable to the Company as a consequence of order from the Government/ Ghaziabad Development Authority/Statutory or Other Local Authority(s), the allottee(s) shall pay the same and shall be liable to pay his/her/their proportionate share.

9. That all the major common facilities will be completed only, after completion of construction of all the phases of complex. As such the allottee(s) must take the possession of flat/unit/apartment as soon as it is made available for possession. The company intends to offer the possession of the flat/unit/apartment to the all allottee(s) within 30 months from the date of execution of the allotment letter and a "Fit out period" of 6 months will commence from the date of offer of possession. The said "Fit-out-period" is in order to facilitate the allottee(s) to communicate exact date by which he/she/they will be taking physical possession of the flat/unit/apartment after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, Registration of sale deed etc. The installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said "Fit-out-period" only.
- 9.1 That if there is a delay in handing over possession of flat after expiry of "Fit-out-period" due to any other reason(s), the Company will pay the allottee(s) delayed possession charges @ Rs.5/- per sq.ft. per month in respect of Super Area of the flat/unit/apartment for delayed period only (commencing from the date of expiry of "Fit-out period") provided that all due installments from the concerned allottee(s) were received in time and he/she/they has/have complied with requisite formalities viz. obtaining NOC from the Accounts Department of the Company, registration of sale deed etc.
- 9.2 That in case allottee(s) fails to take possession of flat unit/apartment within "Fit-out-period" he/she/they will be charged penalty @ Rs. 5/- per sq.ft. per month for delayed period from the date of expiry of "Fit out period"
- 9.3 That in case allottee(s) fails to take possession of flat unit even after delay of two months from the date of expiry of Fit-out-period, the booking of flat unit/apartment shall be treated as cancelled without any further notice and the amount received shall be refunded by account payee cheque only without any interest after forfeiting amount equivalent to 15% of the total cost of flat/unit/apartment, alongwith other outstanding amount payable by the allottee(s) as per the terms & conditions of this allotment letter.
- 9.4 That after taking the possession of the flat/unit/apartment the allottee(s) shall have no claim against the company as regard to quality of work, material pending installation/area of flat/unit/apartment or any other ground whatsoever
- 9.5 That all the taxes such as house tax, water tax, sewerage tax, electricity charges or any other taxes or charges shall be payable by the allottee(s) from the date hereof or date of possession or deemed date of possession declared by the Company, whichever is earlier
10. In case the Allottee(s) wants to avail the loan facility from his employer, banks or financial institutions/ financing agency to facilitate of the flat/unit apartment applied for, the Company shall facilitate the process subject to the following:
- (a) The terms of the banks or financial institutions/financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- (b) The responsibility of getting the loan sanctioned and disbursed as per the company's payment plan will rest exclusively on the allottee(s). In the covenant event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever, the payment to the company, as per payment plan, shall be ensured by the allottee(s)
- (c) If the installment(s) are not paid on due dates as stipulated in demand letters/ payment plan, the Company shall be entitled to recover the interest on late payment notwithstanding anything contrary to this contained in any other agreement among the Company the allottee(s) and Banks/or Financial Institution/ Financing Agency
- (d) In case of default in repayment of dues of the Banks/or Financial Institution/ Financing Agency by the allottee(s), the allottee(s) authorize the company to cancel the allotment of the said flat/unit/apartment and repay the amount received till date after deduction of 15% of the total cost of the flat/unit/apartment and after adjustment of interest accrued on delayed payments, and other charges as may be deemed fit, directly to Banks/ or Financial Institution/ Financing Agency on receipt of such request from Banks/ or Financial Institution/ Financing Agency without any reference to the allottee(s).

11. The Company may at its sole discretion and subject to applicable laws and notifications or any Government directions as may be in force, permit the Allottee(s) to get the name of his/her/their nominee substituted in his/her/their place subject to such terms & conditions and charges as the Company may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations.
12. That the allottee(s) are aware of and has have knowledge that the building plans, drawings are provisional and tentative and subject to change at the instance of sanctioning authority or Company may make such changes, modifications, alterations and additions therein or during the course of constructions as may be deemed necessary or may be required to be done by the Company, the Government, Ghaziabad Development Authority and any other local Authority having jurisdictions without any objection or claim from the allottees)
 - 12.1 Drawings displayed in the Site Office/Corporate Office of the Company in respect of Project 'Devika Skypers' showing the Building/Flat/Unit/Apartment are provisional and tentative and are subject to change at the instance of sanctioning authorities or the Company and change can be made during the course of construction without any objection or claim from the allottees)
 - 12.2 That the allottee(s) consents that the Company can make any type of change in layout/ elevation/ design, alteration in open spaces, green area or parking spaces etc. as and when required or deemed fit by the Company
 - 12.3 That the Allottee(s) has seen and accepted plans, designs, specifications which are tentative and allottee(s) understand and aware that the layout plan/ building plan are subject to modifications as the company may deem fit or as directed by any competent authority. Any change/alterations/modifications resulting in $\pm 5\%$ super area of the flat/unit/apartment any time prior to the possession, the Company shall intimate the allottee(s), in writing, the changes thereof and the resultant change, if any, in the price of the flat/unit/apartment to be paid by him/her/them and the allottee(s) agrees to inform the Company in writing, his/her/their consent or objections to the company in 30 days failing which the allottee(s) shall be deemed to have given his/her/their full consent to all the alterations/modifications. If the allottee(s) shall give his/her/their non consent/objection, in writing, then their allotment booking shall be deemed to be cancelled and the company shall refund the entire money received from the allottee(s) by the account payee cheque only without making/ paying any deduction there from and interest thereon, within a period of 90 days from the objection date of the allottee(s)

If any reason, the company is not in position to allot the flat/unit/apartment applied by the allottee(s) the company may offer an alternate flat/unit/apartment to the allottee(s) and in case the same is not acceptable to the allottee(s) the company will refund the amount deposited by the allottee(s) to him/her/them by account payee cheque only without any interest and without any compensation on account of the same within 90 days of refund request and the allottee(s) shall not raise any objection to the same.
13. That the terrace rights of the flat/unit/apartment shall remain with the Company unless allotted to flat/unit/apartment Allottee(s) against payment consideration.
 - 13.1 That the Company reserve the rights to give on lease or hire any part of the top roof terrace above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or wall sign board or any display medium etc. to use/hire/lease the same for advertisement purpose and the Allottee(s) agree that he/she/they shall not object to the same and shall not make any claim on this account
 - 13.2 That in the event of increase of the FAR from any competent authority the company shall have full right to further construction on the ground/ open area as well as on the roof terrace unless allotted to Flat/Unit Allottee(s) against payment consideration and the allottee(s) shall not raise any objection over that.
 - 13.3 That the Company shall have the right, without approval of the Allottee(s) in the Complex Block, to make any alteration, addition, improvement or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold flat/unit/apartment within the building and the Allottee(s) agree(s) not to raise objection or make any claim on this account.

- 13.4 That no further construction modification is permissible to the flat/unit/apartment Allottee(s) anywhere in the flat/unit/apartment including the terrace, balcony, open spaces of the said flat/unit/apartment, if any.
14. If for any reason, whether within or outside our control, whole or part of scheme is abandoned, no claim will be preferred except that the money paid by the allottee(s) will be refunded in full without interest by an account payee cheque only. The construction of the flat/unit/apartment/blocks/Complex is likely to be completed as early as possible, subject however, to force Majeure circumstances, regular and timely payment by the allottees(s), availability of building material etc., change of laws by Government/local authorities etc., delay caused as a result of any notice, order rule, notifications of the Government, Public or other Competent Authority etc. or by virtue of natural calamity, no claim by way of damage, compensation shall lie against the Company in case of delay in handing over of the possession on account of the aforesaid reason or any other reasons beyond the control of the Company.
15. In the event of any dispute whatsoever arises between the company and allottee(s) in any way connected with the allotment of the said flat/unit/apartment, the same shall be referred to the sole arbitration of a person to be appointed by the 'Company'. the allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in New Delhi, India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Delhi and the Courts subordinate to it alone shall have jurisdiction in all matter arising out of or touching and or concerning this allotment.
16. That the date of commencement of maintenance and upkeep of the complex or part thereof shall be intimated by the Company to the allottee(s) and the maintenance charges will be reckoned from the date of offer of possession. The monthly maintenance charges on actual basis as intimated to the allottee(s) by the company/ maintenance agency from time to time shall be payable by the Allottees(s) in advance by the seventh day of every month. In case of delay in receipt of monthly maintenance charges within this period, interest @ 2% per month or for any part of a month shall be charged for the period of delay. Further, the Company, Maintenance agency can also recover the default in monthly maintenance charges from the allottee(s). Moreover, the Maintenance Agency appointed by the company or its nominee will be entitled to effect disconnection of the service to defaulting allottee(s) that may include this connection of water/sewer, power/power back up, piped gas connection, if any then the allottee(s) shall be debited from usage of any or all common facilities within the complex. Besides the maintenance Agency shall also have the right to adjust the security "Interest Free Maintenance Security" (IFMS) against such defaults, the maintenance agency reserves the right to increase the IFMS from time to time keeping in view the increase in cost of Maintenance services. The company reserves the right to enhance the maintenance amount payable by the allottee(s) keeping in view, the actual cost of maintenance of the complex. The company may outsource any or all maintenance activities to outside agencies and authorized them to do all acts necessary in this regard. The allottee(s) agree to sign "Maintenance Agreement" if required with the company or with the maintenance agency undertaking the maintenance activity.
- 16.1 That monthly maintenance charges shall become payable from the date of offer of possession.
- 16.2 That in case maintenance of the complex is handed over to the association of the allottee(s) only common services shall be transferred to the association of allottee(s). Spaces like parking, storage space, parks, roof terrace, parapet walls, still/ground floor club, swimming pool, commercial and all open spaces including the unallotted parking spaces etc. shall not be handed over to the association being sole and exclusive property of the company and may be developed or sold to any agency or individual as the case may be on any terms as the company would deem fit.
- 16.3 That the allottee(s) will allow the complex maintenance teams to have full access to and through his flat/unit/apartment and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.
17. Right to allottee(s) to use common area and facilities subject to payment of total maintenance charges.
- 17.1 The allottee(s) hereby agrees to purchase the said flat/unit/apartment on the specific understanding that his/her right to the use of common areas and facilities and right to exclusive use of Parking Spaces shall be subject to timely payment of total maintenance charges as billed by the maintenance agency and performance by the allottee(s) of all his/her obligations under this allotment letter and or the maintenance agreement.

Your faithfully

for SHOMIT FINANCE LTD.

I We hereby accept the said allotment
 on the Terms & Conditions
 mentioned herein above

Authorised Signatory

Signature of the allottee(s)

SIGNED AND DELIVERED BY WITHIN NAMED

Name of Flat/Unit/Apartment Allottee(s)

(1) _____

(2) _____

at _____ on _____ in the presence of:

WITNESSES:

1. Signature :

Name _____

Address _____

2. Signature :

Name _____

Address _____
