

GULMOHUR GARDEN

To,

Dated:

Subject: Allotment of Residential Apartment in proposed Group Housing Project,
Gulmohur Garden NH-58, Ghaziabad

Dear Sir(s)/Madam,

In response to your application dated we, **M/s SVP BUILDERS (INDIA) LTD.**, a company registered under the Companies Act, 1956 having its Corporate Office at 17, Kiran Enclave, Ghaziabad-201001 (hereinafter referred to as The '**Company**' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you residential Apartment no. _____ on _____ floor, Block _____, super-built-up Area _____ sq. mtr./sq. ft. (_____ sq. mtr.) in the proposed Group Housing Project known as Gulmohur Garden NH-58, Ghaziabad for a Unit cost of Rs. _____/- (Rs. _____ only) + service tax of Rs. _____/- (Rs. _____ only) payable as per payment plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter.

Remarks for the Ground Space/ Extra Area-N.A.

1 SQ. MTR=10.764 SQ.FT.

Map of the apartment is attached herewith.

The construction is likely to be completed on _____ from execution of allotment + one quarter i.e. three months.

***Note:** The super built up area i.e. the area of R.C.C. slab of said apartment including walls, columns, beams, cupboard, usable shafts, including balconies and terraces with or without roof. The outer walls which are shared with another unit shall be computed at 50%, remaining outer walls shall be computed at 100% and the proportionate common area of that particular Block in which the apartment is situated (i.e. the area/core area comprises of corridors, lifts, stairs case, entrance lobby at ground and basement, overhead water tanks, machine rooms, mummy, garbage room etc.) and the proportionate common area of the project security rooms, R.W.A. rooms, maintenance room, common toilets at ground floor, generator room, electrical room, and other constructed common areas are not separately charged.

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The following are not included in the Super Built-Up Area:-

Under Ground, Under Ground Water Tank, Boundary wall of Compound, Septic Tank, Walk ways, Open to sky swimming pools, Open sports facilities, Weather Sheds, in accessible flowers beds & common open to sky terraces etc.

For all intents and purposes and for the purpose of terms and conditions set out in this Allotment Letter, singular includes plural and masculine includes feminine gender.

Interpretation of some indicative terms:-

Applicant :- Applicant means person(s)/Firm/Company, applying for allotment of the said apartment, whose particulars are set out in the booking application form and who has appended his/her signature in acknowledgement of having agreed to the terms & condition of the booking application form.

Application (Booking Application):- A request for allotment of apartment made by the Person(s)/Firm/Company on a standard format namely booking application form of company. In case of more than one applicant, the other will be considered as co-applicant prior to the execution of the allotment letter they will be considered as intending allottee(s).

Allotment Letter:- Confirmation of booking of apartment by the Company and an agreement over a standard prescribed format of company which is duly executed between the Company and Allottee(s).

Allottee(s):- Those who have executed the allotment letter over a standard format of company thereafter a particular apartment(s) has reserved for that particular Allottee(s) and have agreed to abide by all the terms and conditions till the time and indenture of sale deed is executed. In case of more than one applicant the other will be considered as co-allottee(s) and allottee and the co-allottee(s) will have the equal share in the apartment.

Apartment:- The unit/flat in the project which is identified by a number, that number is also indentifying the Block of that unit/flat. "Said Apartment" shall mean the specific apartment applied for by the Applicant in the said project, details of which has been set out in the Application.

Apartment Act:- The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

Area:

a. **Area of land:-** Total area of land over which the project is going to be constructed.

b. **Super Built-up Area:** Means the covered area of the said apartment including the entire area enclosed by its periphery walls including area under walls, columns & balconies and half the area of common walls with other premises/apartments which form integral part of said apartment and common areas shall means all such parts/areas in the entire said project which the allottee(s) shall use by sharing with other occupants of the said project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and services ledges on all floors, common corridors, and passages, staircases, staircase shaft, munties, services area including but not limited to the machine rooms, security/fire control rooms, maintenance offices/stores etc. if provided.

c. **Common Area and Facilities:** Means all facilities to be used by all the apartment, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard rooms, entrance and exit of the complex, water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.

d. **Independent Area:** Means the Areas which have been declared but not included as common areas for joint use of apartments and may be sold by the company/promoter without the interference

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of other apartment owners.

e. Limited Common Area and Facilities: Means those areas and facilities which are designated in writing by the promoter before the allotment/ sale deed or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartment.

*Note: All above definitions are as per The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

Unit Cost of Apartment: The consideration amount for sale deed of apartment inclusive of other charges which are mentioned in the booking application form and the allotment letter. However, it has been agreed between the parties that the meter charges and other charges reserved under the maintenance agreement shall be payable by the allottees without any demur.

Township: The entire area having apartments of different types and diminutions in various blocks of Various projects also have spaces for roads, convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc

Force Majeure Clause :- Force Majeure Clause means any event or combination of events or circumstances beyond the control of the company which cannot (a) by the exercise of reasonable diligence, or (b) 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 disasters.
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- (c) Strikes or lock outs, industrial dispute
- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- (e) War and hostilities of war, riots, bandh, act of terrorism of civil commotion
- (f) the promulgation or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Allotment; or any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said complex/said building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or, for any reason whatsoever

Layout and Plans: The Architectural Drawings of project comprising of planning of constructions, open areas and drawings of particular block, floor and a particular apartment.

Payment Plans: These are the mode of payment towards the captioned booking of apartments having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

Maintenance Charges: Maintenance Charges means the charges to be paid by the allottee(s)/owner for the maintenance and upkeep of the said complex/said building as per the payment plan to the company or to the maintenance agency at prescribed rates on the super built-up area of the said apartment, payable on monthly basis/Advance maintenance charges for 30 months, the same shall be paid as advance.

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Project/Scheme: means Gulmohur Garden NH-58, Ghaziabad.

RWA: Means the Resident Welfare Association, an Association of the Apartment owners which shall be duly formed as per prevailing The Uttar Pradesh (Promotion of Construction, Ownership and Maintenance) Act, 2010.

Taxes: shall mean any and all prevailing taxes payable by the company or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, / metro cess/ educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the said apartment/said building/said complex.

Land Detail: The said Land had been acquired by Company SVP DEVELOPERS LIMITED & JPG BUILDERS by the virtue of registered sale deed which is registered at the office of Sub Registrar, Ghaziabad vide Doc. No. 9745 dated 19.09.2006, Doc. No. 8996 dated 19.08.2006, Doc No. 89 dated 09.01.2007, Doc No. 6148 dated 02.08.2007, Doc. No. 1066 dated 09.02.2007 Doc No. 87 dated 09.01.2007, Doc. No. 4123 dated 28.05.2007, Doc. No. 787 Dated 05.02.2008, Doc. No. 3501 dated 22.05.2008.

That the company has planned Plotted Residential Lay-out Development Scheme on the said Land under the name & style of Gulmohur Garden Phase-II and got sanctioned Lay-out Plans for the said Development Scheme from Ghaziabad. Development Authority vide letter No. 71/GMP/GH/07-08, Dated 29/02/2008 and 1322/GMP/RGH/09-10, Dated 24/03/11. In terms of the approvals and exemptions as accorded to the company by the Uttar Pradesh Government, the Company is entitled and has planned to develop and promote a residential colony by the name of the Gulmohur Garden Phase-II, NH-58, Ghaziabad (hereinafter referred as "project") on the "said Land" and offered the same for allotment/ sale on the terms & conditions broadly and generally contained herein.

Whereas, the company has taken over the physical possession of aforesaid plot from GDA.

And whereas the company has offered to sell residential apartments of different sizes and dimension in the proposed group housing project under the name and style of "Gulmohur Garden NH-58, Ghaziabad"

The company is authorized to execute sale deed of the apartments for the super built-up area in favour of its allottee(s) on the terms & conditions of booking application, allotment letter.

Whereas as per the norms of GDA, the land will be used for commercial, residential, open spaces, parks, play grounds, roads, public parking purposes etc. and the whole township will be developed in phases and will be utilized for apartments/studio apartments/ communities/clubs/storage/commercial constructions etc. The present agreement shall be executed towards Phase - II of Gulmohur Garden.

NOW THEREFORE THIS ALLOTMENT LETTER WITNESSETH IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE COMPANY AND ALLOTTEE(S) AS PER PAYMENT PLAN ANNEXED.

- 1) That the building plans of proposed Group Housing Complex has been duly submitted and sanctioned by the GDA. The complex will have apartments of different sizes and dimension in various blocks therein and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basements, swimming pool with changing rooms, parking and spaces for public amenities, community, clubs, storage and commercial constructions etc.
- 2) That the allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid project and is/are fully satisfied about the title and rights of the company in respect of the aforesaid project. The drawing and plans of the

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project has been displayed at the site office of the project & the corporate office of the company. The sample flat constructed at the site (if any) is not in accordance to the structural drawings of the building hence as it does not have the beams & columns, so the actual construction shall not be compared to that, also that the fitting fixture, finishing and other items of said sample flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure.

- 3) That as per the layout plan it is envisaged that the apartment on all the floors shall be sold as an independent apartment with importable and undivided shares in the land area underneath the Plot. The undivided share in the land shall be calculated on pro-rata basis of the super built up area of the apartment. It is clarified that only the allottee(s) of the apartment of a particular floor/block will have an undivided interest in limited common facilities for dwelling units of individual floor/block. (Limited Common Areas and Facilities for apartments mean those common areas which have been reserved by the promoter for the use of certain apartment or apartments to the exclusion of other apartments). And also an undivided interest in the General Common Areas and Facilities of the scheme.
- 4) That the allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the company may make such changes, modifications, alternations, and additions therein as may be deemed necessary or may be required to be done by the company, the Government/GDA or any other local authority or body having jurisdictions. The Permissible FAR shall be as per the prevailing Building Byelaws of the GDA which comprises of limited nos. of the apartments/flats in proportionate to the population density. Thereafter additional purchasable FAR & compoundable FAR shall be permissible as per the authority's regulations time to time. Also that in the eventuality of change in FAR the company shall have the right to explore the terrace or by adding new towers to achieve the enhanced FAR. That the company can make any type of change in layout/elevation/design/alteration in open spaces are or parking spaces etc. as and when required and deemed fit by the company and by signing this application and terms & conditions, it shall be presumed all time consent of the allottee(s) for all which has been stated herein. The intending allottee(s) will further provide undertaking/consent along with this Allotment Letter. (enclosed)
- 5) That the consideration is for the total area of the said apartment which will be sale deed, as mentioned herein the property known as "super built up area". That all other rights excepting what have been mentioned including easement rights, open spaces, unsold flats/apartments, unsold parking places, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, community, clubs, storage and commercial construction etc. or any other spaces which does not fall under the definition of common areas shall be under the sole ownership of the company, who shall have authority to charge membership for such facilities and dispose of the assets whatever states above. That the dimension shown in the brochure, map or any other document has been calculated on unplaster brick wall to brick wall bases. The company can sale deed the vacant apartment(s) or the complete block of the apartment(s) as a whole or in part to one or more person(s)/company(ies)/institution(s) whosoever/whatsoever as per its own discretion.
- 6) That the amenities like roads, electricity, sewer and water supply shall be provided by the GDA/authority concerned up to the boundary of said project. The company will carry out all the above mentioned amenities within boundary of the said project i.e. internal development of the project. The delay in providing the above said facility on the part of the GDA/Authority concerned shall not be considered the delay on part of the company.
- 7) That the schedule of installments as opted in the application form/mentioned in the allotment.

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letter shall be final and binding over the allottee(s).

Note: In case reissuance of allotment letter, tripartite agreement, permission to mortgage or any other document is required and requested by the allottee(s) or bank/financial institution for any reason, the company has sole right to reissue them or reject the application of reissuance. If/whenever they are reissued by the company, that shall attract a fee of Rs. Rs. 50 per sq. ft/- every time along with service tax as applicable, as administrative charges and shall be payable by the allottee(s).

- 8) That the intending allottee has to pay the Preferential Location Charges (PLC), if applicable over the Flat booked by the allottee. However it is agreed that if PLC is not applicable at the time of booking and levied in future, then in that situation allottee has to pay PLC as and when demanded. And in case the PLC is paid by the allottee at the time of booking and removed due to any reason then the same shall be refunded by the Company to the allottee.
- 9) That the schedule of payment/ installment is duly explained to the intending allottee(s) and is also mentioned herein the allotment letter. The payment on time shall be the responsibility of the intending allottee(s)/allottee(s), any separate demand letter to the installment falling due is not required to send by the company and that shall not be claimed as a right by the intending allottee(s)/allottee(s) or a duty/obligations towards the company.
- 10) That the allottee(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during construction or after constructions by the allottee(s) or any family member accompanying him/her.
- 11) That the allottee & co-allottee (if any) will have equal share in the apartment and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or where a dispute arises between the allottee(s) booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern.

The interest over the delayed payments shall be charged the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstance there will be a time limit of maximum up to two months there after the company can cancel the said allotment and the allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancelation there will be a deduction of 20% of the cost of the apartment. For the refund in an above said case, consent of all allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between all the allottee(s).

- 12) That the installments of payment of the apartment will be due at the intervals as per prescribed payment plans(s) mentioned in the allotment letter and opted in the application form, the payment of due installment first of all shall be adjusted towards the interest due thereafter the remaining amount shall be adjusted in the principal amount dues. In case payment is not received within stipulated period or in the event of breach of any of the terms & condition of the allotment by the allottee(s), the allotment shall be canceled and 15% of the cost of the apartment will be forfeited and balance amount will be refunded without interest. Although timely payment is the main essence of the allotment, however there will be a grace period for the delay of five days from the due date of demand of payment is allowed and in case the delay exceeds for more then five days then there will be no grace period and interest @ 18% per annum shall be charged from the day one.

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In the eventuality of a prolonged delay where the cancelation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretion condone the delay in receipts of payment by enhancing the cost of the apartment as per the prevailing rates or charging interest @ 18% per annum whichever is higher.

Note: timely payment being the main essence of this allotment, any delay in payment due to any reason whatsoever, may it be sanction of loan from bank or any other reasons shall be the sole responsibility of the allottee(s).

- 13) That in case the intending allottee(s) want to get his/her/their allotment cancelled due to any reasons whatsoever, then 15% of the cost shall be forfeited and balance, if any shall be refunded without interest.
- 14) That any alternation/modification as the company deem fit or as directed by any competent authority(ies) resulting +_10% or more change in the super built-up area of the apartment including terrace/balconies and the change in the enhanced cost of apartment, the allottee(s) have to pay that amount to the company. The allottee(s) have to give his/her/their consent or objection within 30 days from date of such notice. In case the allottee(s) doesn't give consent and objects for such change the allotment shall be cancelled and the company will refund the amount deposited by the allottee after deducting 15% of the Flat Value, without any interest. No other claim of the allottee(s) shall be considered in this regard.
- 15) That if for any reason whether within or out of the control of the company whole or part of scheme is abandoned no claim shall be preferred except that the money received from the allottee(s) will be refunded, in full, without any interest.
- 16) That the construction of the project is likely to be completed as early as possible, the following can affect to that, regular and timely payments by the allottee(s) availability of building material etc. any dispute with the contractor, change of laws by Government/local authorities/any court order/force major circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company.
- 17) That the construction could be completed prior to the date given in the allotment letter in that case the allottee(s) shall not refuse for taking the possession of any ground whatsoever the date given in the allotment letter is an assessment only and construction could be completed earlier to that.
- 18) That a written intimation for completion of apartment will be sent to the allottee(s) and a fit-out-period of one quarter will commence from the date of "Offer of Possession". The said "Fit Out Period" is in order to facilitate the allottee(s) to complying with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of sale deed etc. The final touch i.e. installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said Fit-Out-Period and after the registration of sale deed of the apartment only. After the registration of sale deed the allottee(s) shall be considered as the owner(s) of the apartment. The final touch will take 20 to 30 days for an individual apartment and the owner(s) may get these final installations done in his/her/their own presence, if desired so.
- 19) The final touch to the apartment shall be given after the registration of sale deed and the consent of the allottee(s) shall be presumed that the keys of the apartment were given for the final touch. The allottee(s) have to take over the keys back after completing the job of final touch and on the date which was confirmed to the allottee(s). In case the allottee(s) delays in taking over the keys back after the confirmed date then company shall not be responsible for

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doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee(s) even then the keys of the apartment were not been taken back.

- 20) That in case the allottee(s) reaches in last of fit out period where the scope of 20 to 30 days for final touch does not remain left, then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter "offer of possession". Since it is a large project having numbers of buildings/towers, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all phases. As such allottee must take the possession of apartment as soon as it is made available for possession.
- 21) That if there is delay in handing over the possession of apartment beyond 6 months from the proposed dated of possession due to any reasons(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @ Rs. 5/- per sq. ft. per month for the super built-up area of the apartment for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned allottee(s) were received in time. Vice-versa the penalty of Rs. 5/- per sq. ft. on delay in taking in possession shall also be applicable over the allottee(s) and payable by the allottee(s). If the allottee(s) does not process with the requisite compliance as per the letter of "Offer for Possession", the said penalty shall commence from the date of expiry of Fit-out-period. This holding/waiting period shall have a limit of maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & conditions of the company shall be entitled and entertained. Further in case of Bank loan, the due amount will be refunded to the bank and balance amount will be refunded to the allottee(s).
- 22) That there will be defect liability period of two years as per Apartment Act, 2010. Chapter-II, Clause 4(8), from the date of offer of possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows 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 co-operative with the purchaser in sorting out the issue.
- 23) It is hereby agreed, understood and declared that the sale deed /registry of the apartment shall be executed and registered in favour of allottee(s) after the apartment shall be executed and registered in favour of allottee(s) as well as after the apartment has been finally constructed at the site, after receipt of total consideration and other charges, agreed herein and other connected expenses/charges i.e. cost of stamp duty for registration of the sale deed/registry, registration charges/fees, miscellaneous expenses and Advocate's legal fees/charges, these fee and charges shall be borne and paid by the allottee(s). The allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act any deficiency in stamp duty if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).
- 24) That until a sale deed is executed and registered, the company shall continue to be the owner of the apartment, the allotment shall not give any right or title or interest therein to the allottee(s) even though all the payments have been received by the company. It is further clarified that the company is not constructing an apartment as a contractor to the allottee(s) on the other hand company is constructing the Project/Township as its own as a promoters, the sale deed will be

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affected after the actual construction/finishing of the apartment for all its dues that may/become due and payable by the allottee(s) to the company.

- 25) That after taking possession of apartment, the allottee(s) shall have no claim against the company as regards to quality of work, material, pending installation, area of apartment or any other ground whatsoever.
 - 26) That all taxes such as House Tax, Water Tax, Sewerage tax, Metro Cess & VATS, Electricity Charges or any other taxes or charges shall be payable by the allottee(s) from the date of possession or deemed date of possession declared by the company, whichever is earlier.
 - 27) That the allottee(s) after possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental impact Assessment (EIA) norms, U.P. Pollution Control Board/ Water Commission/any other rules and regulations by State of U.P. or any other competent authority. That the allottee(s) shall abide by all laws, rules and regulations of the GDA/local authority/State Govt./Govt. of India and of the Resident Welfare Association (as and when the RWA formed and 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 handing over the possession of the apartment. The apartment shall be used for the residential purpose.
 - 28) That the parking will be available inside the project, as per the type opted by the allottee(s) in the Application Form. The Car/vehicle shall be parked within the same parking space allotted to the allottee(s). One parking along with flat, is mandatory. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said complex to the Resident's Welfare Associations of the complex. The R.W.A. or owners/allottees/occupiers of the apartments shall not have any right over the un-allotted parking spaces. No vehicle will be allowed inside the complex except those who have reserved the car parking space. One parking, as opted in application form will be given by the company.
 - 29) That single point electric connection will be taken for the complex from the competent authority and the electricity will be distributed through separate meters to the allottee(s) through pre-paid system. The allottee(s) will get the Electrical connection for the capacity, as opted by him/her/them in this application and also according to all other Terms & Conditions as per the electricity supply agreement.
 - 30) That the allottee(s) can also avail Power back-up facility as opted by him/her/them in this application. The allottee(s) may kindly ensure to have given his/her/their consent in writing at the time of application, as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession. Electric losses in transmission will be charged onprorate basis from each allottee.
- Note: Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in the booking application.**
- 31) That it is hereby agreed, understood and declared that the company may take construction finance/demand loan for construction of the above said complex from the banks/financial institutions after mortgaging the land/apartment of the said complex. However, the sale deed in respect of apartment in favour of allottee(s) will be executed and registered free from all encumbrances at the time of registration of same.

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- 32) That the rate of Electricity Charges will be as per the rates of State Electricity Board which includes fixed charges, regulatory charges, unit charges, taxes and duties. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable by the allottee(s) along with the consumed unit charge the rate of which will be decided by the company on the basis of the cost of the inputs like diesel/gas etc. and will increase/decrease along with the cost of these inputs.
- 33) That if there is any Service Tax, Trade Tax, V.A.T., G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the company as consequences of Court Order/Government /GDA/Statutory or other local authority(ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same. Whereas there is apprehension in relation to "Mr. K. Raheja" Development Corporation" V/s State Of Karnataka case decided by the honorable Supreme Court and any other order passed in future by the Government/Statutory or other local authority(s) that the company can be treated as contractor of the allottee(s) and liable to collect Trade Tax and Service Tax from the allottee(s) and deposit the same with the appropriate authorities. Till date there is no clarification in the case. In future if the appropriate authorities impose any such tax due to this transaction then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless of the company.
- 34) That the rate for Electricity and Power backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee(s) will be decided by the company.
- 35) The allottee shall be liable to pay the Advance Maintenance charges (AMC) in advance for first 30 months. On completion of project, after occupancy if registered RWA is not formed, the company shall charge further maintenance charges for additional period of one year for smooth maintenance of the society. The AMC charges shall be transferred to the registered RWA after completion of period. The Flat Allottee shall be under an obligation to execute an agreement with the Maintenance agency so nominated for payment of maintenance charges. AMC charges once paid, is not refundable, if allottee fails to pay the charges, the obligation in this agreement shall be ceased. The fund will be utilized for routine up keeping of common area of the project. Periodic expenditure to preserve or retain an asset's operational status for its originally intended use. AMC includes periodic painting as needed, lawn maintenance, street lights, water pump, plumbing, lift maintenance, club maintenance, parking, sweeper, maintenance of DG set and transformer etc.

That the allottee(s) has/have to pay non-refundable Interest Free Maintenance Security (IFMS) to the company @ Rs. ___/- per sq. ft. of the super built-up area. The same will be transferred to the R.W.A. of Gulmohur Garden NH-58, Ghaziabad", at the time of handing over the maintenance to the R.W.A without any accrued interest thereon. All other terms & Conditions mentioned in Maintenance Agreement shall be applicable.

Note: NOC from company/maintenance agency is required for clearance of dues prior to the sale of apartment by the apartment owner otherwise the subsequent buyer will not be allowed.

- 36) That the apartment shall be used for the residential purpose, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular

Company.....

Signature of the Allottee(s)

floor/floors occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or any were in the common areas shall not be permitted. Any type of change inside the apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole the structure therefore no change is allowed.

- 37) That at the time of handing over the maintenance of the complex to the RWA the following will be handed over to the RWA, all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motors rooms, Single Point Distribution system with all liabilities, Gen-sets, Security Gates with intercom, lift rooms at terrace and other area falling under the common area.

Note: All the un-sold spaces and areas which are not falling the part of common area shall continue be the property of the company and all right are reserved with the company for the said areas.

- 38) That the contents of each 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 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 maintenance of the building.
- 39) That it shall be the responsibility of intending allottee(s)/allottee(s) to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence demand letters/notices and letters posted at that address (if change in address did not intimate) will be deemed to have been received by the intending allottee(s)/allottee(s) and the company shall not be responsible for any default.
- 40) All notices and other communications under the Agreement shall be made in writing and delivered either by hand against receipt or sent by certified or registered mail at the notified addresses of the addresses (the current addresses being set out herein). Any such notice or communication shall be deemed to have been duly given and served (i) upon actual delivery and confirmed receipt in case of hand deliver, or (ii) on the third day of the putting the notice/communication in the course of transmission if sent via certified or registered mail.

Current Address

First Party

M/s SVP BUILDERS (INDIA) LTD.

Second Party

That the rights and obligations of the parties under or arising out of this agreement shall be construed and enforced in accordance with the laws of India.

- 41) In case of NRI allottee(s) to observance of the provision of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be responsibility of the allottee(s).
- 42) That the following Annexure are annexed herewith which are also being the part of this allotment letter.

Company

Signature of the Allottee(s)

a) Payment Plan / Consent Letter / Map of Apartment

- 43) That substitution /addition in the name of the allottee shall be allowed on such terms and conditions as it may deem fit including payments of administrative charges etc. Any change in name (including addition / deletion) of the Allottee will be deemed as substitution for this purpose.
- 44) All or any disputes arising out of or touching upon or in relation to the terms of this agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Ghaziabad, Uttar Pradesh by a sole Arbitrator who shall be appointed at the instance of the First Party. The intending allottee hereby confirms that it shall have no objection to this appointment. The courts at Ghaziabad, Uttar Pradesh alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this agreement regardless of the place of execution of this agreement, which is deemed to be at Ghaziabad Uttar Pradesh.

IN WITNESS WHEREOF the Parties hereto have hereunto and to a duplicate copy hereof set and subscribed their respective hands at the places and on the day, month and year mentioned under their respective signatures signed and delivered by the with named ALLOTTEE(S) in the present of witness, at _____ on _____.

Sign (of the first/sole allottee) Sign. (of the second allottee) Sign.(of the third allottee)

Allottee Witness

Signature : _____

Name : _____

Address : _____

For and on behalf of M/s SVP BUILDERS (INDIA) LTD.

Signature : _____

Name : _____

Designation : _____

Company Name

Signature : _____

Name : _____

Address : _____

I/we have fully read and understood the terms and conditions mentioned herein above and the terms and conditions shall be binding over me/us. It is clear to me/us that for any change in layout of the project, my/our written consent is required as per the law, I /we hereby give consent to that the company can make any type of change in layout/elevation/design, coverage area, common area, limited common area besides alteration in open space etc. My/our consent will be presumed as all-time written consent for the same.

Company

Signature of the Allottee(s)

LAYOUT PLAN



Request for the Consent Letter

Letter No. _____

To,

Subject:- To provide the consent on layout sanctioned plan on Gulmohur Garden *NH-58, Ghaziabad* Project dated _____ and proposed revised layout plan which is subject to the approval of GDA.

Dear Sir,

We wish to inform you that the proposed revised layout plan of our "Gulmohur Garden *NH-58, Ghaziabad*", is ready with us at our offices.

We have displayed all the layouts at our site office as well as our corporate office, including all layouts building plans/sanctions/elevations etc & same are made available. In case any problem company's executive is there to assist you for explanation & make you understand about the same. Your consent in writing is required for our official record, therefore you are requested to provide the consent after due satisfaction.

In case, you feel that above said changes in the percentage of the undivided interest in the common areas & facilities are going to affect adversely your rights and interest, we are ready to refund the entire amount deposited by you against the booking of said apartment, the refund will be made without any deduction with bank interest.

Thanking You,

For SVP BUILDERS (INDIA) LTD.

Authorized Signatory

Consent Letter

To,
The Managing Director
SVP Builders (India) Limited
Ghaziabad

Subject:- Consent on proposed revised layout which is subject to the approval of GDA.

Dear Sir,

We wish to inform you that we have booked a flat no. _____ in your project Gulmohur Garden NH-58, Ghaziabad and we hereby give our consent for the proposed revised layout plan of our Gulmohur Garden NH-58, Ghaziabad is ready with us at our offices.

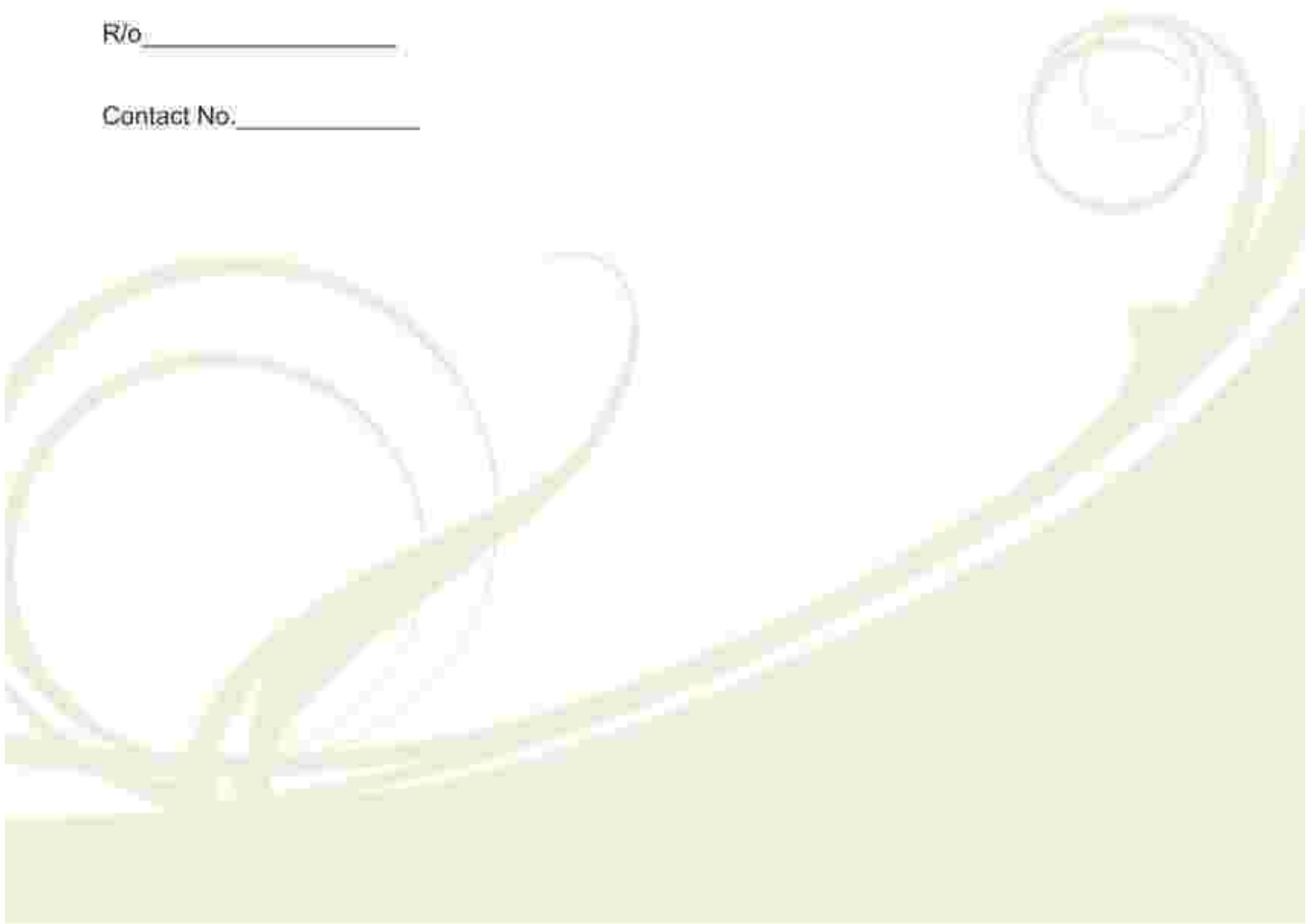
We shall never raise any kind of demur or objections for the same in future.

Thanking You,

Mr./Ms. _____

R/o _____

Contact No. _____





Consent Letter

To,
Officer
Ghaziabad Development Authority
Ghaziabad

Subject:- Consent on proposed revised layout which is subject to the approval of GDA.

Dear Sir,

We wish to inform you that we have booked a flat no _____ in your project Gulmohur Garden NH-58, Ghaziabad and we hereby give our consent for the proposed revised layout plan of our Gulmohur Garden NH-58, Ghaziabad is ready with us at our offices.

We shall never raise any kind of demur or objections for the same in future.

Thanking You,

Mr./Ms. _____

R/o _____

Contact No. _____

TOTAL PRICE WITH BIFURCATION DETACHABLE





ENDORSEMENT

I/WE the ALLOTTEE(S) herein:

First Allottee : Sh./Smt./Kum. _____
S/W/D of Shri. _____
Resident of. _____
Second Allottee : Sh./Smt./Kum. _____
S/W/D of Shri. _____
Resident of. _____
Third Allottee : Sh./Smt./Kum. _____
S/W/D of Shri. _____
Resident of. _____

do hereby assign all my / our rights, interests, liabilities and obligations of the ALLOTTEE under this Agreement in respect of:

Unit No. _____ having Super Built-Up Area of _____ Sq. ft. on _____ floor _____

the project Gulmohur Garden, NH-58, Ghaziabad.

IN FAVOUR OF THE FOLLOWING ASSIGNEE/TRANSFeree:

First Allottee. _____
S/W/D of Shri. _____
Resident of. _____
Second Allottee. _____
S/W/D of Shri. _____
Resident of. _____
Third Allottee. _____
S/W/D of Shri. _____
Resident of. _____

We shall be held responsible and liable for and shall always keep the Company indemnified against all consequences that may arise for this assignment.

SIGNATURE OF ASSIGNOR/TRANSFEROR

SIGNATURE OF ASSIGNEE /TRANSFeree

Subject to applicable laws, the above transfer/assignment is hereby confirmed.

SVP Builders (India) Limited

Signature of the Buyer