

A
JOINT VENTURE
OF
&

**GHAZIABAD DEVELOPMENT
AUTHORITY**
Vikas Path,
Ghaziabad -201001

**Shipra Estate Limited & Jai Krishan Estates
Developers Private Limited**
Head Office : D-32, Laxmi Nagar, Main Vikas Marg,
Delhi - 110092
Branch Office : Shipra Mall ,9, Vaibhav Khand,
Indirapuram, Ghaziabad - 201 014 (U.P)
Ph.:0120-4186300 Fax:0120-4186311

ALLOTMENT LETTER

To

ANSHU KUMARI & ARUN KUMAR
803 / MENKA-2 AMRAPALI ROYA, L VAIBHAV
KHAND, INDIRAPURAM, GHAZIABAD-201014
GHAZIABAD -

Allotment No : 1221

Dated : 05/Jul/2016

Contact No : 01204290148, 09560697050
E-mail : thakurji@yahoo.com

**Subject : ALLOTMENT OF RESIDENTIAL FLAT IN THE GROUP HOUSING SCHEME "SHIPRA KRISHNA
SRISHTI "IN AHINSA KHAND, INDIRAPURAM, DISTT. GHAZIABAD (U.P.)**

Sir / Madam,

This is in reference to your Application No. 10052 Dated 02/Jul/2016 for the allotment of Residential Flat in the above said Group Housing Residential Scheme, SHIPRA KRISHNA SRISHTI in 15, Ahinsa Khand, Indirapuram, Distt. Ghaziabad (U.P.).

In response to your aforesaid Application, we (hereinafter referred to as 'DEVELOPER'), are pleased to inform you that a Flat No JAC-1403 Having a Super Area is 2,860.00 Sqft. (Hereinafter referred to as the FLAT) at 13TH Floor has been ALLOTTED to you (hereinafter referred to as 'ALLOTTEE') in the above said Group Housing Residential Scheme Shipra Krishna Srishti at a total consideration of Rs.11,647,000/- (Rupees One Crores Sixteen Lacs Forty Seven Thousand Only) including space for use as parking only and preferential location charges (PLC), wherever applicable; plus Service Tax, VAT, GST or other tax as may be imposed by the Central/State Government, and payable on such dates as may be stipulated by Government Notifications from time to time, constitutes the total sale consideration which will attract the applicable Stamp Duty payable by the individual Flat Buyers at the time of registration.

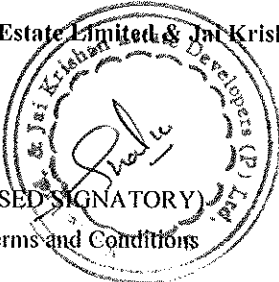
You are requested to please send us a sum of Rs 0/- (Rupees Zero Only) towards the Allotment Money within the stipulated time frame as mentioned in the Payment Schedule given in Annexure-IV by way of Demand Draft/ Pay order payable at Delhi/Ghaziabad and drawn in favour of "Shipra Estate Limited and Jai Krishan Estates Developers Pvt. Ltd". Please note that in case of your failure to make the payment within the stipulated time frame supra, the Para 4(a) of the Terms and Conditions shall apply and no further notice in this connection shall be sent to you and the Flat allotted to you shall stand cancelled automatically.

Thanking you,

For Shipra Estate Limited & Jai Krishan Estates Developers Private Limited

(AUTHORISED SIGNATORY)

Encl. : Terms and Conditions



ACCEPTED

<Anshu Kumari
< Arun

(ALLOTTEE(S))

TERMS & CONDITIONS

The Allotment of the Flat is made subject to the following Terms and Conditions:

1. The Price of the Flat is fixed and there will be no escalation in the price of the Flat.
2. The allotment of the Flat No. as mentioned in the Allotment Letter is confirmed. The Plans have already been sanctioned. If for any reason, any changes are made by the Sanctioning Authority, Architect or by the Developer resulting in reduction or increase in the area or the location of the flat, no claim monetary or otherwise will be raised or accepted except that the price of the Flat will be increased or decreased proportionately as the case may be. In case of the absolute deletion of the Flat, no claim whether monetary or otherwise will be raised or entertained except that the amount received from the Allottee shall be refunded in full without any interest thereon. If for any reason whether within or beyond the control of the Developer, the whole or part of the project is abandoned, no Claim will be entertained by the Developer except that the money received from the Allottee shall be refunded in full without any interest thereon.

3. (A) CONSIDERTION

The break-up of the total consideration of Rs 11,647,000/- is as follows:-

(i) Basic Cost	Rs 11,011,000/-
(ii) PLC Charges	Rs 286,000/-
(iii) One Covered & One Open Parking Charges	Rs 350,000/-
Total	Rs 11,647,000/-

(B) PAYMENT PLAN (INTEREST FREE)* Annexure-IV attached.

* The installments are not inclusive of Service Tax, VAT, GST or any other taxes as may be imposed by the Central/State Government and payable on such dates as may be stipulated by Government Notification from time to time, and the same shall be payable by the Allottee in addition to the installment amounts.

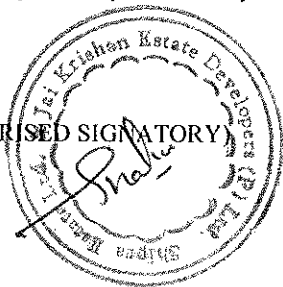
4. (a) If the Allottee fails to pay the Allotment Money or any Installment or any amount or charges due on the due date(s), an interest @21% p.a. thereon will be charged from the Allottee. If any Allottee wants to cancel the booking of the Flat or if the dues remain unpaid for a period of one month or more from the due date as mentioned herein above, 10% of the price of the Flat will be forfeited by the Developer and the allotment of the Flat shall stand cancelled without any further notice to the Allottee and the defaulting Allottee shall cease to have any lien or right on the tentatively allotted flat. The balance amount paid by the Allottee will be refunded without any interest on surrender of the Original Receipts and the Allotment Letter. In these circumstances, the Developer shall be entitled to resell the said flat at its sole discretion.

(b) The Allottee shall make the payments towards the price of the Flat as per the Payment Plan mentioned in Para 3 above and the Developer shall not be responsible for non- despatch or non-receipt of the Installment Call Notice(s) to/by the Allottee. Timely payment by the Allottee to the Joint Venture is the essence of this contract.

5. The allotment is subject to the Allottee accepting the terms contained in the Developer's standard 'Flat Buyer Agreement' and 'Maintenance Agreement' and which the Allottee hereby consents to sign before claiming possession or earlier.

6. All payments in respect of the Allotment money, Installments and /or any other charges shall be made by the Allottee in the Joint name of "Shipra Estate Limited and Jai Krishan Estates Developers Pvt. Ltd" Payable at Delhi/Ghaziabad unless otherwise specifically informed by the Developer to the Allottee.

(AUTHORISED SIGNATORY)



Anshu Kumari
Anshu

(ALLOTTEE(S))

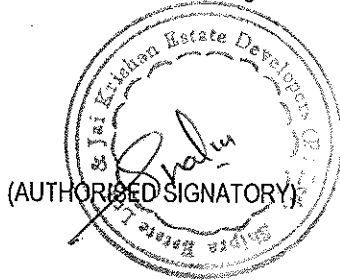
PAYMENT SCHEDULE

DPP

Name of the Client	ANSHU KUMARI & ARUN KUMAR
Project Name	Srishti
Unit No.	JAC-1403
Category	4 BHK + SERVANT (JACARANDA)
Super Built-up Area	2860 Sq.ft
Number of Car park	One Open & One Covered

Payment Schedule	Due Date	Due Amount (In Rs.)	ST	Received	Total Amount Due (In Rs.)
A-Basic Schedule					
On-Application	02-Jul-2016	1,315,600	0	1,315,600	0
Within 30 days of Booking	05-Jul-2016	3,088,800	198,198	0	3,286,998
within 45 days of booking	30-Sep-2016	6,606,600	297,297	0	6,903,897
Total		11,011,000	495,495	1,315,600	10,190,895
B-PLC & Car Park Schedule					
PLC Charges	30-Sep-2016	286,000	42,900	0	328,900
Car Park Charges	05-Jul-2016	350,000	52,500	0	402,500
Total		636,000	95,400	0	731,400
C-Additional Schedule					
Sinking Fund		171,600	0	0	171,600
Power Backup Charges		180,000	27,000	0	207,000
Electricity Connection Charges		90,000	5,400	0	95,400
Electricity Security Deposit		2,700	0	0	2,700
Club Membership Charges		100,000	15,000	0	115,000
Total		544,300	47,400	0	591,700
Grand Total		12,191,300	638,295	1,315,600	11,513,995

Note : All Additional Charges will be paid before the Registration of the Unit.



< Anshu Kumari

< Arun

(ALLOTTEE(S))

7. (a) The price of the Flat is for the area what is commonly known as Super Area i.e. for the covered area including wall, window projections, cupboard space, balconies and proportionate share of areas under staircases, common areas, wall shafts, water supply arrangements & installations and other common facilities etc.

(b) Except for the areas herein allotted and easmentary rights pertaining thereto, all the common area and the facilities and the residuary rights in the proposed building shall continue to vest in the Developer till such time as the same or a part thereof is finally allotted, sold or otherwise transferred to any particular Flat Buyer.

(c) In case during the course of construction and / or after the completion of the Building, further construction on the plot or over the building becomes permissible, the Developer shall have an absolute and unfettered right to commence and complete such further permissible construction notwithstanding the designation and allotment of any common area as limited common area or otherwise. In such a situation, the proportionate share of the Allottee in the common areas and facilities shall stand reduced accordingly.

8. The Drawing of the project displayed in the office of the Developer is final and duly sanctioned by GDA, but if the drawings are changed by the sanctioning authorities during the course of construction work, the Allottee shall have no right to object/claim for such a change.

9. The construction of the building is likely to be completed by 30/Sep/2016, failing which the allottee shall be entitled for discount @ Rs.5/- per Sq.ft per month, effective from six months after the date. However, if due to any reason beyond the control of the Developer or due to any unforeseen circumstances e.g. non availability of materials, change of laws by the Government /Local Authorities etc., there is a delay in handing over possession of the Flat, no claim by way of damages/compensation shall lie against the Developer.

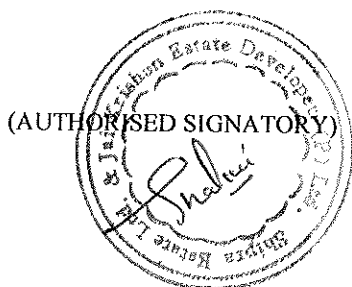
10. The Price of the Flat does not include cost of Electricity Connection, Power Backup (Capital & running charges) & water connection charges, Service lines and light fixtures and the same will be borne by the Allottee. The Power Backup capital charges shall be fixed amount of Rs.180,000/- (Rupees One Lacs Eighty Thousand Only) and the same shall be paid by the Allottee before registry of the flat. The amount payable to UPSEB, GDA or any other authority/agency in respect of service connection, service lines, sub-station equipments and the cost of the area for its installation and the security deposit etc. shall be charged extra in proportion to the area of the Flat.

11. The maintenance, upkeep, running of the Power Backup will be organised by the Developer or its nominee(s). The allottee(s) shall pay running expenses, which will be fixed by the Developer or its nominee(s) from time to time depending upon the running cost.

12. All the charges or levies demanded or imposed or to be imposed by G.D.A. or by any other authority, local / Government body including State/Central Government shall have to be borne proportionately by the Allottee. Such charges shall be payable as demanded and from the date the same are made applicable by such authority or local/Government body including State/Central Government. The aforesaid charges shall be payable by the Allottee as and when the Call Notice thereof is given by the Developer and within such time as specified in the call notice and in case of default in payment of the same, the provisions of Para 4(a) & 4(b) hereinabove mentioned shall apply.

13. Any charges demanded by any local/Government body including State/Central Government, authority or G.D.A. towards the house tax or any other taxes, levies or other charges for the period after the date of allotment shall be borne by the Allottee irrespective of the fact that he/she has not been enjoying any benefit of his / her flat and shall be payable by him/her immediately on demand in proportion to the area of the flat allotted to him/ her. However, in the event of the assessment of the house tax or any other charges is not made separately by the Local / Government body or authority etc., each Allottee will pay the proportionate share on the basis of the area of his / her flat on the annual value etc. as the case may be. In case of default in payment of the aforesaid charges, the provisions of Para 4(a) & 4(b) herein above shall apply.

14. The Flat shall not be used for any other purpose but for residential use only. The Allottee shall not make any addition, alteration in the flat or building without written permission of the Developer and the concerned authorities; or cause damage to or create nuisance in the Flat or building in any manner. The Allottee directly at his own expense will obtain necessary permission from the authorities. Further no damage or hazards will be caused/created in the Flat or the building in any manner and all standards of safety, fire fighting and insurance etc. will be observed by the Allottee.



Anshu Kumari
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(ALLOTTEE(S))

15. The Allottee shall abide by all laws, rules, regulations and directions of local bodies including G.D.A. and Developer and shall be responsible for the deviations, violations or breach of law/by laws, rules, regulations and directions.

16. The Lease deed/Sale Deed shall be executed and registered in favour of the Allottee by Ghaziabad Development Authority after the flat has been allotted, finally constructed at the site and after the receipt of full price and all other charges from the Allottee. The cost of lease rent, stamp papers and registration charges will be extra, which shall be borne and paid by the Allottee.

17. a) The maintenance, upkeep, repairs, security, landscaping and common services etc. of the building will be organised by the Developer or its nominee(s). The Allottee agrees and consents to the said arrangements. The Allottee shall pay maintenance charges, which will be fixed by the Developer or its nominee(s) from time to time depending upon the maintenance cost and the same shall be levied as per the maintenance agreement. The Allottee will also be required to contribute, Rs.60 PSF of the Super Area of the flat i.e. Rs 171,600/- (Rupees One Lacs Seventy One Thousand Six Hundred Only), one time, towards a Sinking Fund before registry of the flat, to be utilized for major repairs, replacement of machinery and / or other equipment (s) installed in the building but not limited to electric sub-stations, pumps, lifts, fire fighting equipment, gensets, any other plant/equipment of capital nature the cost thereof shall be met from out of the said sinking fund. In case the funds available in the said Sinking Fund may not be sufficient to meet the contingency, then the Buyer shall contribute necessary funds proportionate to the super area of the Flat, to meet the requirements of the contingency for any such replacement. The Developer or the maintenance agency/Society of Buyers of the said complex shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Buyer agrees to abide by the same. Any delay in the payment will render the Allottee liable to pay interest @21% per annum. Non payment of any of the charges within the time specified shall also disentitle the Allottee to enjoyment of the common services including electricity, water, security and common lawn etc.

b) Since the Project shall have a club for exclusive use by the Allottees, there shall be compulsory membership of the Club for which the Allottee shall be required to pay a sum of Rs 100,000/- (Rupees One Lacs Only) before registry of the flat.

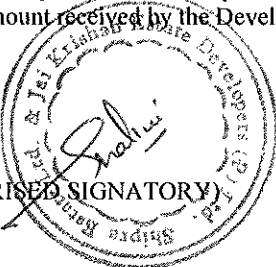
18. The Buyer shall not use the Flat or permit the same to be used for purpose other than Residential or as permitted or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other flats or for any illegal or immoral purposes and shall not do or suffer anything to be done in or about the said Flat which may tend to cause damage to any flooring or ceiling of any floor below, above or in any manner interfere with the use thereof or of space, passages or amenities available for common use.

19. Security arrangements are proposed to be provided in the Complex as part of maintenance. Accordingly, the Developers/Maintenance Agency shall have a free hand to restrict the entry of outside persons into the Complex. The provision of such security services would not create any liability of any kind upon the Developers/Maintenance Agency for any mishap resulting at the hands of any miscreants.

20. It is expressly agreed between the parties that the Buyer shall not be entitled to assail this Agreement on the grounds of want of mutuality even if any stipulations herein are held to be lacking mutuality.

21. The Allottee, if resident outside India, shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act and amendment made therein and / or other law governing remittance of the payment, for obtaining requisite permission for acquisition of property. In case the permission for the acquisition of the flat is not granted to the Allottee, the amount received by the Developer will be refunded in full to the Allottee without any interest.

(AUTHORISED SIGNATORY)



Anshu Kumari
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(ALLOTTEE(S))

22. It shall be the responsibility of the Allottee to inform to the Developer by registered A/D letter about any change in his / her address or other particulars furnished by him/her to the Developer. In case of non informing of the change in address by the Allottee, all Demand Notice (s) or other correspondence (s) sent/or made by the Developer on his / her address with the Developer shall be deemed to have been served on him/her and the Allottee shall be responsible for any default in payment and other consequences that might occur therefrom. In case the Flat is allotted in joint names, a communication sent by the Developer to any one of the joint buyers shall be treated as a valid communication as if the same has been sent to the joint buyers jointly and severally.

23. If any misrepresentation / concealment / suppression of material facts is / are found to be made by the Allottee, the entire money deposited by the Allottee with the Developer shall be forfeited and legal action for such misrepresentation / concealment/suppression shall be initiated.

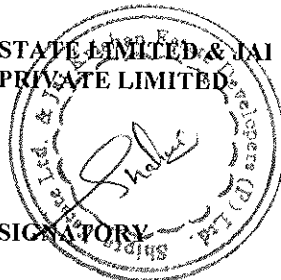
24. For all disputes on any issue pertaining to allotment, lease or for any other matter, the jurisdiction of disputes will be the District Court where the property is located and / or the High Court of the judicature at Allahabad.

25. The Allottee shall send the Duplicate Copy of these Terms and Conditions duly signed and witnessed along with payment of the Allotment Money to the Builder.

WITNESSES

1. *Deepak Karmwal*
CRB

FOR SHIPRA ESTATE LIMITED & JAI KRISHAN ESTATES
DEVELOPERS PRIVATE LIMITED



AUTHORISED SIGNATORY

2.

I/ We hereby accept the Allotment of the Flat on the Terms and Conditions mentioned hereinabove.

Anshu Kumari
Abhishek

(ALLOTTEE(S))

PAN : AKKPK2448N