

To: _____ 14TH AVENUE _____
 Date: _____
 By: _____

Sale/ Allotment of Residential Apartment in Proposed Group Housing 14TH AVENUE (Project), situated at GAUR CITY-2,GH-03,SECTOR-16C, GREATER NOIDA

Dear Sirs/ Madam,

In response to your application dated 11 Nov 2016 wrt. **MS GAURSONS PROMOTERS PVT. LTD.**, a Company registered under the Companies Act, 1956 having its Corporate Office at Gaur Bio Park, Plot No. 1, Ambay, Khindli, Indirapuram, Ghaziabad (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/Unit No. ____ on ____th Floor, BLOCK ____.

Carpet Area: _____ sq.mtr. (_____ sq. ft.) approx. (Total Area _____ sq.mtr i.e., _____ sq.ft approx. as per specifications attached herewith, in the proposed Project known 14TH AVENUE, situated at GAUR CITY-2,GH-03,SECTOR-16C, GREATER NOIDA for a cost of Rs. _____ (Rupees _____) + service tax as assessed and attributed by the Government of India payable as per Payment Plan mentioned hereinafter. The said rates are exclusive of certain charges mentioned hereinafter.

Remarks: _____

1 SQ MTR = 10.764 SQ FT.

Layout of the apartment unit and the project are attached herewith. (Annexed here with as Annexure D & E)

The Estimated Date of Possession _____ + grace period of 6 months

Company

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Interpretation of some indicative terms

Applicant - Means persons, applying for allotment of the said apartment/unit, whose particulars are set out in the booking application form and who has appended his signature in acknowledgment of having agreed to the terms & conditions of the booking application form and allotment.

Application (Booking Applications) - A request for allotment of Apartment/unit made by the Person(s) Book 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 execute the allotment letter they will be considered as Intending Allottee(s).

Allotment Letter - Confirmation of booking of Apartment/unit by the Company, a format containing the terms and conditions of allotment duly executed between the Company and Intending Allottee(s).

Allottee(s) - Those who have executed the allotment letter thereafter a particular Apartment/unit has been reserved for that particular Allottee(s) and those who have agreed to abide by all the terms and conditions till the time and instrument of conveyance is executed. In case more than one allottee the other will be considered as co-allottee(s) and all of them and the co-allottee(s) will have the equal share in the Apartment/unit.

Apartment Act - The Uttar Pradesh Apartment (Possession of Construction, Ownership and Maintenance) Act, 2019.

Area

Area of land - Total Area of land over which the project going to be constructed.

Carpet Area - Means the net usable floor area of an apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Common Area and Facilities - Means all facilities to be used by all the apartment/unit, such as entrance lobbies, corridors, staircases, staircase shafts and murals, 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 towers, entrance and exit of the project, water supply, treatment plants, pump house, sewage systems and STP, E.P.A.I.N. systems, common toilets, rain water harvesting systems etc.

Independent Area - Means the Areas which have been declared but not included as common areas for joint use of Apartment/unit and may be sold by the company previous without the interference of other Apartment/unit owners.

Limited Common Area and Facilities - Means those areas and facilities which are designated in writing by the promoter before the allotment, sublease or other transfer of any Apartment/unit as reserved for use of certain Apartment/units to the exclusion of the other apartment/unit.

Total Area - The total area including of other constructed areas including the constructed common areas over the carpet area which is duly mentioned in the layout plan of the Apartment/unit.

Cost of Apartment/Unit - The cost of Apartment/unit is total consideration amount of a particular apartment/unit duly agreed between the company and the buyer nothing has been calculated or charged separately for location, Lease rent, parking, electricity connection power backup connection or any other item i.e. IFMS and the applicable taxes are not the part of consideration/cost of apartment.

CREDAI - Confederation of Real Estate Developers Associations of India.

Fit Out Period - After completing the construction the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, Hardware Accessories, final coat of paint (items as per specifications of the Apartment/Unit) will be given to the Apartment/Unit. The duration of said fit-out is six months from the date of offer for fit out wherein the buyers may get this final installation done in their own presence. Note:- The fit-out in the commercial unit shall be as per the specifications (Annexure A).

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 its obligations under this allotment which shall include but not be limited to:

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- (iv) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- (v) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- (vi) Strike or lock out, industrial dispute.
- (vii) Non-availability of cement, steel or other construction material due to strike of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- (viii) War and hostilities of war, riots, hatred, act of terrorism or civil commotion.
- (ix) The promulgation of 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 allotment; or
- (x) any prohibition, 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 project/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/suit before a competent court or, for any reason whatsoever.

Layout and Plan: - The Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Apartment unit.

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

Maintenance Charges: - means the charges to be paid by the Allottee(s) for the maintenance and upkeep of the Project and for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other facilities in the Township (applicable if the project is situated in Township) to the Maintenance Agency @ prescribed rates on the total area of the Said apartment/unit, applicable on monthly basis and payable in advance.

A.A.O.:- Means an Association of the Apartment owners which shall be duly formed as per the Uttar Pradesh Apartment (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 to firm; by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, 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/unit or Said Project.

Township: - means a large development having many projects wherein the entire internal infrastructure within the boundary of that area is provided by the Company.

Township Maintenance & Charges: -means the monthly charges payable in advance through prepaid system/prepaid electric meter by the Owner/Occupier of the Apartment/Unit to the Company for maintaining various services like maintenance, street lighting, cleaning of all the roads, parks and other development in the Township.

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Details of Title and Ownership of the Company (Advised below with an ANNEXURE CII)

TERMS AND CONDITIONS FORMING THE PART OF ALLOTMENT LETTER FOR ALLOTMENT OF APARTMENT/UNIT

- 1) That the project is the part of a township and the layout plan of the township has been sanctioned by the Development Authority wherein land of various projects and purposes has been duly earmarked. The undivided interest in the common areas and facilities of the Apartment/Unit owner shall be confined up to the particular project wherein the Apartment/Unit is situated. The up keeping and maintenance of the township and the Project will be carried out by the Company or its nominee, the Apartment/Unit owner(s) shall be liable to pay the township maintenance charges and the maintenance charges of the Project to the Company. (This clause is not applicable where the project is not the part of a Township)
- 2) That whoever(s) shall not be entitled and have any right, title or interest in any other project, apartment/flat/units developed apart from the said project. The sports/club facilities going to be developed in the Township will always remain the property of the company. The company reserves its rights to dispose-off the same or can charge membership fee/usage charges in accordance with rules and regulations framed under its sole discretion. The township has a master plan wherein areas/land has been duly earmarked for particular usage. It is not an obligation towards the company to construct the building over the said land, the company may offer transfer these areas for development and construction to other developers/promoters in accordance with usage defined in master plan and development of these areas will depends upon the market viability. (This clause is not applicable where the project is not the part of a Township)
- 3) That the building plans of proposed project have been duly submitted/sanctioned to the Development Authority. The project will have apartments/units of different sizes and dimensions in various Blocks/Blocks and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, swimming pool with changing rooms, parking, public amenities, community, storage and commercial constructions etc.
- 4) 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. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the Company. The show flat constructed at the site (if any) is not in accordance with the structural drawings of the building hence as it does not have the beams & columns, so the actual construction shall not be compared with the show flat, also that the fitting fixture, finishing and other items of said show flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of booking application/allotment.
Note: The request for any change in construction/specification of any type in the apartment/unit will not be entertained.
- 5) That the apartment/unit shall be sold as an independent apartment/unit with undivided interest in the common areas and facilities of the project subject to the description mentioned in the deed of declaration submitted under section 12 of The Uttar Pradesh Apartment Act, 2010. As there are many units in the said project and services & facilities are common in the project therefore various other agreements like maintenance agreement, parking allotment, agreement for supply of electrical energy, agreement for power backup etc. have to be executed with execution of allotment.

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- 6) That the allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and open to that the Company may make such changes, modifications, alterations and additions thereto as may be deemed necessary or may be required to be done by the Company in accordance with the Government/Development Authority or any other local authority or body having jurisdiction. The permissible FAR shall be as per the prevailing Building Bylaws of the Development Authority which comprises of limited part of the apartments/units in proportionate to the population density. Thereafter additional permissible FAR, compoundable FAR and green Building FAR etc. will be permissible time to time as per the Authority's regulations. The company can make any type of change in layout/elevation/design/alteration in open area or parking spaces etc. as and when required and deemed fit by the company and by signing this allotment and terms & conditions, all time content of the allottee(s) shall be presumed for all has been stated herein. The dimensions shown in the brochures, maps or any other documents have been calculated on non-plastered brick wall to brick wall bases.
- 7) That the declaration provided under Sec-12 of Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 will be submitted by the company as prescribed, content of the allottee(s) shall be required for any amendment change and the allottee(s) will have to fulfil the same. That the allottee(s)/owner(s) will provide undertaking under Section 10 (iv) of The Uttar Pradesh Apartment Act, 2010, Form IV as and when requires.
- 8) That the consideration is for the area of the said apartment/unit which will be Sold/Sub-leased, as mentioned "Carpet Area". That all other rights excepting what have been mentioned including easement rights, vacant apartments/units, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, service apartment, community, clubs, storage and commercial constructions etc. or any other spaces, which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whenever comes above. The company can sub lease the vacant apartment(s)/units of the complete block of the apartment(s)/unit(s) as a whole or in part to one or more person(s)/company(ies)/institution(s) whatsoever.
- 9) That the amenities like Road, Electricity, sewer and water supply will be provided and determined by the Development Authority concerned up to the boundary of the said project. The Company will carry out all the above mentioned amenities within the boundary of the project i.e., internal development of the project. The delay in providing the above said facility on the part of the Development Authority concerned shall not be considered the delay on part of the Company.
- 10) That the allottee(s) has read over and understood all the content/terms & conditions of maintenance agreement, parking allocation, agreement for supply of electricity, agreement for power backup etc. which will be executed with execution of this allotment.
- 11) That after providing the letter of allotment having all the term & conditions which are also described in booking application, the applicant after the execution of allotment, shall be considered as allottee(s).
- 12) That the schedule of payment/installment mentioned in the price list has been duly explained to the allottee(s) who shall be responsible for making payments on time, any separate demand letter for the installment falling due will not be required to be sent by the Company and that cannot be claimed as a right or any duty, obligation towards the Company.
- 13) That the installments of payments will run as opted for, in the payment plan. The allottee (s) shall be bound to make timely payments as per the payment schedule and in case of default, interest will accrue upon the delayed payment and such accrued interest over the delayed payment will be determined and payable at the time of final payment. The allottee(s) desirous of knowing the interest accrued upon the delayed payment can seek the required information from the Company's corporate office or from the consumer portal on Company's website. Timely payment is the main essence of the booking & allotment and is cause of delay.

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interest @ 9.5% p.a. annum shall be charged in the delayed period. In case two regular installments remain unpaid, the allotment shall be treated as cancelled and 25% amount of the cost of the apartment/unit shall be forfeited and balance amount (if any) will be refunded without any interest. The said refundable amount will be refunded only after rebooking of the apartment/unit and after receiving the cost of refundable amount from the new buyer. As the company/promoter utilized the deposited amount for the development and construction of the project.

Note: Timely payment being the main essence of the 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). It shall be always clear that if availed loan for the apartment/unit the dues of the Banks/financial institutions shall be refunded directly in all the cancellation / refund cases. Any amount paid in terms of taxes to the Government or Authority concerned shall not be refunded.

- 14) That the allottee & co-allottee (if any) will have equal share in the apartment/unit and in case of death of any of them the allotment 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 case where any dispute arises between the allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged. The dispute whatsoever stated above shall not give any effect to that. In above mentioned circumstances the Company will hold the booking allotment for two month(s) only from after if a Company can cancel the said booking/allotment and the allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deduction as procedure described above. For the refund the consent of all allottee(s) with respect to the share shall be necessary.
- 15) That the Company/promoter may restore the cancelled apartment/unit in its sole discretion after receiving 10% of the cost of the Apartment/Unit as restoration charges. The said restoration charges shall be calculated on the prevailing rates at the time of restoration.
- 16) That the allottee(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if any loss or damage happens, the Company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit.
- 17) That in case reissuance of allotment letter, or similar agreement, permission to mortgage or any other document is required and requested by the allottee(s) or bank/financial institution, the company has sole right to reissue or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 10000/- plus Service Tax as applicable, as administrative charges and shall be payable by the allottee(s).
- 18) That any alteration / modification in the Company may deem fit or as directed by any competent authority(ies) resulting $\pm 3\%$ change in the area of the apartment/unit including terrace/balconies, there will be no extra charge/claim by the Company and the allottee(s) shall not be entitled for any refund.
- 19) That although all the major construction of the apartments/units will be completed, however the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touch of paint etc. * will be done during the "Fit Out Period" of 06 months. It has been experienced that if the final touch to an apartment/unit has been given and the possession delays as the allottee(s) do not proceed with, the said finished apartment/unit get deteriorates with the span of time. Therefore the concept of Fit-Out period has been adopted and being applied. The final touch which will take 20 to 30 days for an individual apartment/unit and the owner(s)/ allottee(s) may get these final installations done in his/her/their own presence, if desired so. Note: The * items in the residential /commercial unit shall be as per the specifications (Annexure A).
- 20) That it is thoroughly clear to the allottee(s) that final finishing of the apartment/unit shall be done after deposition of entire amount and obtaining NO DUES from the company. Pendency of completion certificate shall not be the reason to hold the dues.

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amount of 0.5% per annum shall be charged on the delayed period. If even two regular installments remain unpaid, the allotment shall be treated as cancelled and 25% amount of the cost of the apartment/unit shall be forfeited and balance amount (if any) will be refunded without any interest. The said refundable amount will be refunded only after rebooking of the apartment/unit and after receiving the cost of refundable amount from the new buyer. As the company/promoter utilized the deposited amount for the development and construction of the project.

Note: Timely payment being the main essence of the 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). It shall be always clear that if availed loan for the apartment/unit the dues of the Banks/financial institutions shall be refunded directly in all the cancellation / refund cases. Any amount paid in terms of taxes to the Government or Authority concerned shall not be refunded.

- 14) That the allottee & co-allottee (if any) will have equal share in the apartment/unit and in case of death of any of them the allotment 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 case where any dispute arises between the allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delay of payment shall be charged. The dispute whatsoever stated above shall not give any effect as that in above mentioned circumstances the Company will hold the booking/ allotment for two months only thereafter if the Company can cancel the said booking/allotment and the allottee(s) shall have no claim or right whatsoever except to the claim of refundable amount shall be refunded after deduction in procedure described above. For the refund the consent of all allottee(s) with respect to the share shall be necessary.
- 15) That the Company/promoter may restore the cancelled apartment/unit in its sole discretion after receiving 100% of the cost of the Apartment/Unit as restoration charges. The said restoration charges shall be calculated as the prevailing rates at the time of restoration.
- 16) That the allottee(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if any loss or damage happens, the Company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit.
- 17) That in case reissuance of allotment letter, in part or agreement, permission to mortgage or any other document is required and requested by the allottee(s) or bank/financial institution, the company has sole right to release or reject the reissuance. The reissuance at every time shall attract a fee of Rs. 10000/- plus Service Tax as applicable, as administrative charges and shall be payable by the allottee(s).
- 18) That any alteration / modification as the Company may deem fit or as directed by any competent authority(ies) resulting $\pm 3\%$ change in the area of the apartment/unit including terrace/balconies, there will be no extra charge/claim by the Company also the allottee(s) shall not be entitled for any refund.
- 19) That although all the major construction of the apartments/units will be completed however the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touch of paint etc.* will be done during the "Fit Out Period" of 06 months. It has been experienced that if the final touch to an apartment/unit has been given and the possession delays as the allottee(s) do not proceed with the said finished apartment/unit get deteriorates with the span of time. Therefore the concept of Fit-Out period has been adopted and being applied. The final touch which will take 20 to 30 days for an individual apartment/unit and the owner(s)/ allottee(s) may get their final installations done in house in their own presence, if desired so. Note:- The* item in the residential /commercial unit shall be as per the specifications (Annexure A).
- 20) That it is thoroughly clear to the allottee(s) that final finishing of the apartment/unit shall be done after deposition of entire amount and obtaining NO DUES from the company. Pendency of completion certificate shall not be the reason to hold the dues.

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- 21) That the proposed Project is comprised of many blocks. As soon as the construction of particular Block(s) will be completed with all the basic amenities attached to that, the Company after applying for the completion certificate of particular Block(s) to the authority concerned will offer the flat-out of the apartment/unit. If a construction of remaining blocks will be on going, it can take further time till the final completion of the project. The flat-out of the apartment/unit as and when it will be offered, shall not be denied on account of delay in issuance of completion certificate by the authority concerned or on going construction or any other reason whatsoever.
- 22) That the construction could be completed prior to the date mentioned in the allotment. In that case the Flat-out of the apartment/unit cannot be denied on any ground whatsoever. The date given in the allotment is an indication only and construction could be completed earlier to that.
- 23) That only after the registration of Sale deed/Sale lease deed with possession of the apartment/unit, the allotment(s) shall be considered as the owner of the apartment/unit.
- 24) That the monthly maintenance charges shall commence from the date of possession or the cut-off date for the same.
- 25) That if there is delay in handing over the possession of Apartment/unit beyond the grace period of 6 months from the estimated date of possession due to any reason(s) which were within the control of the Company, the Company will pay to the Allottee(s) an interest @ 9.5% per annum over the deposited amount of cost of the Apartment/Unit excluding the taxes and other charges provided that all due installments of apartment/unit were received on time, any waiver of interest or the payment with interest shall not be considered as payment on time. In case the the allottee(s) do not proceed possession of apartment, the penalty of Rs. 100/- per sqm. per month of the Carpet Area of the Apartment/Unit shall also be applicable and payable by the allottee(s) the said penalty shall commence from the date of expiry of 6-month period.
- 26) The holding and waiting period of an apartment/unit shall have a limit maximum of 6 months from the date of issuance of completion certificate where the allottee(s) do not proceed for possession i.e. the sub-lease deed of apartment/unit remains pending at the end of the allottee(s) even the entire cost has been paid, the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and with deduction of 25% of Cost of Apartment/Unit will be entitled and entertained.
- Note:-** For all the cases of refund, the amount deposited as applicable taxes and delayed period interest shall not be refundable and cannot be claimed from the Company.
- 27) That any delay on account of the authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of Company. The date of applying the completion certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date, any claim for delay in possession will be confined up to the date of applying for the completion certificate only. It is shall also cleared that the completion certificate in part could also be obtained after depositing the requisite fee and obtaining the NOCs from all the concerned departments. After the expiry of 90 days from the date of applying for the completion certificate along with all the requisite formalities and documents in case not issued/provide by the Authority, it shall be deemed as issued provided in law/by laws; therefore the issuance of completion certificate shall not be a reason for denial of taking the possession.
- 28) That there will be defect liability period of two years as per U.P. Apartment Act 2016 Chapter 11 Clause 4(8), from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warp age 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-operate with the purchaser in sorting out the issue. In case the flat owner has made internal changes for the interior of the apartment/unit and the layout of the apartment has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defects liability.
- 29) In case the allottee(s) surrender/cancel the booking/allotment at any stage due to any reason what so ever than 25 % of the cost shall be forfeited balance(if any) shall be refunded without interest.

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- 10) That the Sale deed/Sale lease deed of the apartment/unit shall be executed and registered only after completing the construction, after receipt of (road construction and other charges. The other connected expenses/charges, i.e. Cost of Stamp Duty, registration charges/fees, miscellaneous expenses and Advocate's fees/charges, these fee and charges shall be borne and paid by the allottee(s) and who only will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and the stamp duty and deficiency thereon if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power backup etc. shall also be paid and borne by the allottee(s).
- 11) That until a Sale deed/Sale lease deed is executed and registered, the Company shall continue to be owner of the apartment/unit and the allotment shall not give any right or title or interest therein even though all the payment(s) have been received by the Company. It is further clarified that the Company is not constructing apartments/unit as a contractor on the other hand Company is constructing the project as its own as a promoter. The Company shall have first lien and charge over the apartments/unit for all its dues and payable to the Company.
- 12) That it will be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sale/deed lease along with due incorporation of the particulars of the subsequent transferee(s) with the Company, and the said NOC will be issued by the Company upon payment of administrative charges @ Rs. 110/- per sq. mtr. of the Total Area of the apartment/unit + service tax.
- 13) That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the owner(s) of apartment/unit from the date of possession (i.e. from the date of Sale/Sale-lease deed).
- 14) That the owner(s) after possession shall comply with all the mandatory requirements and compliances as per the Ministry of Environmental Impact Assessment (EIA) norms, UP Pollution Control Board/ Water Commission and other rules and regulations by State of U.P. or any other competent authority. That the owner(s) shall abide by all laws, rules and regulations of the Development Authority/Local authority/State Govt./Govt. of India and of the Association of Apartment Owners (as and when the AAO, 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/byelaws or rules and regulations.
- 15) That in a group housing (multi-storeyed building) the designated/determined parking space is necessary to avoid discomfort/traffic. Therefore the company/promoter has prepared a detailed plan wherein the parking space shall be allotted with specific numbers as determined parking space for a specific apartment/unit. (For the projects where in parking is provided in a multi-level parking the allotment is subject to the terms and conditions mentioned therein).
- 16) That the basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.
- 17) That a single point electricity connection will be taken for the project from the Competent Authority and the electricity will be distributed through separate meters to the apartments/unit through pre-paid systems. The Electricity Connection shall be provided for the capacity as opted in the application form _____ KVA and also in accordance with all other Terms & Conditions as per the electricity supply agreement.
- 18) That the Power back-up facility availed as opted in the application form _____ KVA, no request for power backup facility shall be entertained later on if not availed. 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.
- 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) will be final as opted in booking application.

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- 39) That the rate for Electricity charges will be as per the prescribed rates of Authority concerned which includes Fixed charges, unit charges, regulatory charges, taxes and duties. However the line losses of the unit will be charged extra. Power backup consumption charges will include the fixed charges (payable in case of non usage of power back-up) which will be payable along with the consumed unit charges the rate of which will be decided by the Company on the basis of the cost of the inputs like fuel, wages etc. and will increase / decrease along with the cost of these inputs, the details are attached with Electricity Supply Agreement. The rates for Electricity and Power backup consumption including the fixed charges payable in case of minimum non usage of electricity and power back-up) will be decided by the UPER(Authority).
- 40) That it is hereby agreed, understood and declared that the Company may take construction finance/demand loan for construction of the above said Project from the banks/financial institutions after mortgaging the land/apartment or unit of the said Project. However, the sale/sub lease deed in respect of apartment unit in favor of allottee(s) will be executed and registered free from all encumbrances at the time of registration of same.
- 41) 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 due attributable to the Company as consequences of Court order, Government Development Authority /Statutory or other local authority (ies) under, the allottee(s) shall be liable to pay his/her/their proportionate share for the same to the Company as and when demanded. If the appropriate authorities impose any tax on this transaction in future then the allottee(s) is hereby agrees for payment of the same and all taxes indemnify and keep harmless to the Company.
- 42) That the non-refundable Interest Free Maintenance Security (IFMS) is payable to the Company Rs _____/- shall be charge for the apartment/unit. The monthly maintenance charges in advance is also applicable and payable that will be charged through the electricity meter and the amount will be utilized for electricity expenses, cleaning, maintenance of lift, parks, roads, security and other amenities falling under the common use and for the common areas of the project.
Presently the monthly maintenance charges has been decided for the apartment/unit @ Rs _____/- per sq.mtr based on the total area of Apartment/unit. However, the rate will be decided by the Company considering the rates of consumable and wages etc. at the time of possession which shall be final and binding.
- 43) That the 25% amount of the Interest Free Maintenance Security (IFMS) shall be deposited in the head of Project/Township Maintenance and 15% of the Monthly Maintenance Charges collected from the Apartment Unit shall be transferred and paid for the Project/Township Maintenance. The Maintenance Charges from the apartment/unit will be collected by way of electricity meter on prepaid basis and the portion described above shall be transferred in favor of the Company or its nominee in the head of Project/Township Maintenance. The Company reserves its rights to apply all the best possible method for collecting the Project/Township Maintenance Charges, the Project/Township Maintenance Charges may be collected separately by the Company if required so.
- 44) That the remaining amount of Interest Free Maintenance Security (IFMS) after deducting the securities deposited by the company-developer for the electricity connection, water and sewer connections etc. will be handed over to A.A.O. (Association of Apartment Owners) at the time of handing over the maintenance and common area of the project.
Note: NOC from the Company/Maintenance Agency is required for clearance of maintenance dues prior to the subsequent transfer of apartment/unit by the apartment/unit owner otherwise the subsequent buyer will not be allowed.
- 45) That the apartment/unit shall be used only for the purpose which has been shown in the approved plans, 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 Project including roads, lobbies, roof etc. shall not be allowed to the apartment/unit owners or associations of apartments/units owners. They also shall not be permitted to closing of verandah, terraces, balconies and common corridors etc. even if particular floor/floors

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occupied by the same party. Any alteration in elevation and inside color schemes of exposed walls of verandah, balcony or any external wall in both faces of external door and windows of apartment/unit. Signboards, Posters or advertisement material outside the apartment/unit or anywhere in the common area shall not be permitted. Any type of change inside the apartment/unit which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC columns and RCC floor wall supporting whole structure therefore no change is allowed.

- 46) That at the time of the handing over the maintenance of the project to the A.A.O. the following will be handed over to the A.A.O. all existing lifts, corridors, passages, parks, underground and overhead water tanks, fire fighting equipment's with motor rooms, Single point distribution system with all facilities, Gen-sets, security gates with intercom, lift rooms in terrace and other area falling under the common area.

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

- 47) That if there is a provision of solar lighting/storage in the project provided by any third party, the payment of bills of unit consumption of the solar energy equivalent to the rates of NPCL/ADCL shall be payable by the AAO/Maintenance agency to the said Third Party on monthly basis.
- 48) That if the Green Building FAR has been availed for the project in that case the A.A.O./Maintenance agency shall always comply with and maintain all the provisions of Green Building/EIA conditions.
- 49) That the contents of each Apartment/Unit along with the connected structural part of the building will be insured by the owner(s) individually or collectively through society against the fire, earthquake etc. All the charges towards insurance shall be borne by the owner(s) or the A.A.O. The Company after handing over the possession of a particular Apartment/Unit shall in no way be responsible for safety, stability etc. of the structure.
- 50) That it shall be the responsibility of allottee(s) to inform the Company in writing about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence and it shall be deemed to have been received by the allottee(s) and the Company shall not be responsible for any default.
- 51) That in the event of any dispute whatsoever arising connected with the booking/allotment of the said apartment/unit, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI WESTERN UP. The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (U.P) 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 Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.
Log on to CREDAI (NCR) at www.credaincr.org.
- 52) In case of NRI allottee(s) observance of the provisions of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).
- 53) That the following Annexure are annexed herewith which are also being the part of this allotment form.
- Specifications of the Apartment/Unit
 - Specification of the project/ownership.
 - Details of Title and Ownership of the Company.
 - Layout Plan of Township/Project
 - Layout plan of Apartment/unit
 - Price list
 - Payment plan

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12.

Customer, I/we have fully read over and understood all the terms & conditions mentioned herein above and terms & conditions mentioned in maintenance agreement, parking allotment, agreement for supply of electrical energy agreement for power back up. My/our all queries have been duly explained by the executive of the company. I/we have discussed and taken legal advice from the counsel of my/our own choice. 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 given consent to that the Company can make any type of change in layout/elevation/design of the project. My/our consent will be persisted as all-time written consent for the time.

DATE:

Yours faithfully

PLACE:

Company

Signature of the Allottee(s)