

Flat no:

Flat size.: (carpet area)

floor. :

SUB. : FLAT ALLOTMENT LETTER

Dear Sir / Madam,

It gives me /us immense pleasure to provide you the prospective flat buyer Agreement which will eventually result in allotment of flat at **DEV HEIGHTS, located at NH_24, Delhi- hapur road near AKG engineering college Ghaziabad** provided some of the formalities are completed by you at the earliest. In this Booklet, we are enclosing herewith **a Flat Buyer Agreement** containing various terms and conditions therein. We will request you to go through the content of the flat buyer agreement and sign on each page as a mark of your acceptance of terms and conditions set forth.

Further, we request you to kindly return the booklets duly signed I in (duplicate/ two sets) at our corporate office.

RERA REGISTRATION- UPRERAPRJ6999

Registered office:

DBF Infrastructure Pvt. Ltd.

DBF Building Garhi Guldhar NH – 58

Delhi – Meerut road Ghaziabad

On receipt of duly signed flat buyer Agreement (duplicate/ two sets) from you, The agreement shall be signed by the Authorized signatory of the company, a copy of the agreement would be handed over to you and one copy shall be retained by the company for its records.

Looking forward to your best co-operation.

With warm regards

Authorized Signatory

Encl.: Draft flat Buyer Agreement

Contact information;

DBF Infrastructure Pvt. Ltd.

DBF Building Garhi Guldhar NH – 58

Delhi – Meerut road Ghaziabad

Signature of the Buyer

Authorized Signatory

Signature of the Buyer

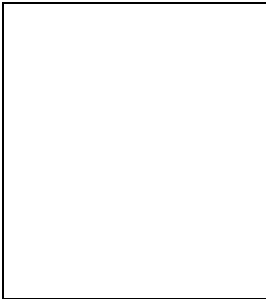
Disclaimer: Nothing contained in this letter should be construed as company's intent to allot you a flat in **DEV HEIGHTS, located at NH_24, Delhi- hapur road near AKG engineering college Ghaziabad.** The company reserve its right to cancel the allotment process, modify any terms and conditions, alter/ delete/ add/ remove/change any layout, design, a specifications, details pertaining to flat or any other building in the DEV HEIGHTS or any part thereof. The allotment of flat is subject to terms and conditions provided in the flat buyer agreement and the company shall be free to alter/ delete/ add/ remove/change/ revise any terms and conditions in the flat buyer agreement till the flat buyer agreement is duly executed upon allotment of the flat and upon fulfillment of terms and conditions therein. The company at its sole discretion can withdraw this offer without assigning any reason whatsoever.

DBF INFRASTRUCTURE PVT. LTD.

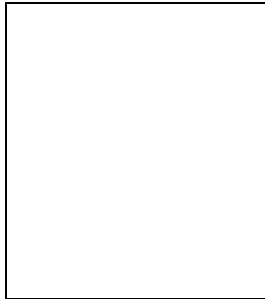
DBF Infrastructure Pvt. Ltd.

DBF building Garhi Guldhar NH – 58

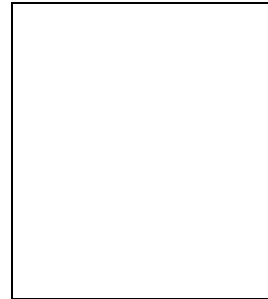
Delhi – Meerut road Ghaziabad



Sole /first Applicant



Co applicant (1)



Co Applicant (2)

Authorized Signatory

Signature of the Buyer

**DEV HEIGHTS
NH- 24, DELHI- HAPUR ROAD GHAZIABAD**

FLAT BUYER AGREEMENT

This flat buyer Agreement (herein after called Agreement) is executed at.....on this.....Day of2018.

By and Between

PRTIES

DBF INFRASTRUCTURE PVT. LTD. A company incorporated under the Company Act 1956, having its registered office at DBF Infrastructure Pvt. Ltd.

DBF building Garhi Guldhar NH – 58 Delhi – Meerut road Ghaziabad and its site office at DEV HEIGHTS, NH-24, near AKG engineering college Ghaziabad.(hereinafter referred to as “Company” which expression shall unless repugnant to the context or meaning thereof, deem to include its successors, subsidiaries, nominees, executors and assigns thereof) acting through its Authorized Signatory, Mr..... r/o R 11/135 rajnagar gzb who has been duly Authorized by the Board of directors of the company to execute this Agreement and to do all acts deeds and things incidental thereto, being party of one part.

AND

(i) Mr. Mrs. / Ms.....Son of / wife of/ daughter of
Mr., Age Resident of
.....

(i) Mr. Mrs. / Ms.....Son of / wife of/ daughter
of Mr., Age Resident of
.....
.....

(* to be filled up in case of joint Applicants)

Authorized Signatory

(Hereinafter singly/jointly, as the case may be, referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her/their respective heirs, executors, administrators, legal representatives, successors and assigns), party of the **Other Part**

Signature of the Buyer

OR

M/S.....,a partnership firm duly registered and existing under the Indian Partnership registered office at.....through Mr.....' Partner of the Firm, duly authorized by all the partners constituting the partnership firm (copy enclosed) (hereinafter referred to as '**the Allottee**' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all Partners of the partnership firm and their respective heirs, executors, administrators, legal representatives. Successors and assigns), party of the **Other Part**

OR

M/s.,a company incorporated organized, registered and existing under the Companies Act 1956 having its registered office atthrough

Mr.....(Designation.....) of the company duly authorized by the Board of Directors of the company vide resolution dated...../ duly authorized vide Deed of General/ Special power of attorney.....duly registered in the office of the Sub-Registrar of Assurances,..... Document No. on (hereinafter referred to as 'the Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to its successors, liquidators and assigns), party of the **Other part**

OR

M/s.,HUF, ofthrough its Karta Mr.....,(hereinafter referred to as 'the Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include him and each of the members constituting the HUF, their respective heirs, executors, administrators, legal representative successors and assigns),party of the Other Part(hereinafter referred to as 'the Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to its successors, liquidators and assigns), party of the Other Part The firm/Company/HUF/Society and Allottee shall hereinafter be collectively referred to 'as parties and individually as 'Party'. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands.

Authorized Signatory**Signature of the Buyer**

WHEREAS the company is developing Group housing complex in the name of Dev Heights located at NH-24 on Ghaziabad Hapur road near A.K.G Engineering college Distt-Ghaziabad (U.P) on land acquired by the company

And whereas the requisite Allotment Letter is being executed now incorporating the details embodied in the application, by anything contained in this Allotment Letter

NOW THIS ALLOTMENT LETTER WITNESSETH AS UNDER:

A.PAYMENTS

1. That the timely payment of Installment as indicated in the Payment Plan is essence of the scheme. Installment due towards payment of the unit will be paid at intervals in accordance with the mode of payment spelt out above. If payment is not received within the stipulated period or in the event of breach of any of the terms and conditions of this agreement by the buyer, the allotment will be cancelled and balance payment will be refunded without any interest, after deduction of 15% of the total cost of the unit. In case of promoter/Company allow any latitude in the payment of the Installment, Interest @2% per month or for any part of a month will be charged for the period payment is not made. Earnest money in no case is refundable and will stand forfeited in full. In case amount p-aid by the buyer is less than aforesaid amount of 15 percent of the total cost of the unit, entire amount paid by the buyer shall be forfeited by the company.

2. For preferentially located unit extra charges, as given in the payment plan, will be paid additionally.

3. That in case the applicant, at any time, desires for the cancellation of the allotment, it may be agreed to, though, in such a case 15% of the total cost of the unit, shall be forfeited and the balance, if any, refunded without any interest in the following manner:

a) The Company shall be entitled to deduct a sum equal to 15 percent of the total cost of the unit as mentioned for the exercise of such option by the Allottee/s;

b) The Allottee/s shall be entitled for refund of money paid by him subject to deduction of 15 percent of the total cost of the unit as mentioned in (a) above after the expiry of period of three months from the date on which the company receives the notice of the allottee/s application for cancellation;

c) No interest shall be payable by the Company for the said period of three month;

d) If the Company makes any default in payment of refund due to the allottee/s after the deduction of 15 percent of the total cost of the unit as specified in (a) above after expiry of said period of three months, the Allottee/s shall be entitled to simple interest @6%(six percent) per annum on the money to be refunded; and

e) If the amount paid by the Allottee/s is less than the amount to be deducted under (a) above, the Allottee/s shall pay to the Company, difference amount to the extent of 15%(fifteen percent) as mentioned in (a) above.

4. That in case the Allottee/s want to avail of a loan facility from the any Bank/Financial Institution/Agency to facilitate the purchase of the Unit applied for, the Company shall facilitate the process

(i) The Allottee/s shall arrange/avail the loan facility from Bank/ Financial Institution/Agency at his own and the Company shall not be responsible or liable for the same in any manner whatsoever.

(ii) In such case the Allottee/s shall ensure that the installment as stipulated in payment plan has been paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/ Financial Institution/Agency.

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(iii) If the Installment(s) are not paid on due dates as stipulated above, the Company shall be entitled to recover the interest on late payment notwithstanding anything contrary to this Contained in any other agreement among the promoter, the buyer and the bank/financial institution /agency.

(iv) In case the bank /financial institution /Agency make the lump sum payment of the cost of the unit. The company shall not be liable to pay the interest or any other charges to the allottee/s for receiving the payment before due date.

(v) In case of non sanction of loan, the buyer shall ensure to pay the installment as per payment plan. Failing which, the allottee/s shall be governed by the provision of clause I above.

B CONSTRUCTION AND COMPLETION OF UNIT:

5. (a) The company proposed to construct 2 BHK flats of different super areas under affordable housing scheme. Mainly 3 types of flats will be constructed i.e 2 BHK having area of 941 sq.ft, 990 sq.ft, and 1180 sq.ft. the details of super area have been spelled out elsewhere. Drawing can be seen.

(b) company has launched 2 types of flats i.e (i) finished flats (ii) semi- finished flats. The specifications & works proposed in both the categories have been spelled out separately in the annexures.

6. The specifications for the unit are shown in the sale brochure. Any additional/better specification for individual unit requested for by the allottee/s well in the time may be provided, if technically feasible, for which extra charges as demanded by the company will be paid by the allottee/s.

7. That the Company may on its own modify /delete//improve specification and / facilities as mentioned in the sale brochures due to technical reason/ due to popular demand / unavailability of certain materials for overall betterment of the complex/individual unit or for any other reason for the control of the company. The proportionate increase in cost due to such changes will be borne by the allottee/s. for semi- furnished flats specifications have been spelled out in the brochure which will prevail upon & has also been given in annexure.

8. The drawing of the project is displayed in the marketing office of the company and duly sanctioned by concerned authority and even if the drawing are changed by the sanctioned authority /Company during the course of construction work, the allottee/s shall have no right to object/claim for such change. Within the agreed consideration cost to company shall complete all the civil work, Plumbing, sanitary work, joinery, painting & polishing internal electrification the unit shall in particular comprise of specification as mentioned in the sale brochure.

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9. THAT the following facilities will be provided by the company.

- (i) Expenditure on the provision of common satellite system including cabling, Telephone system and intercom system or any other common facilities will be provided by the company.
- (ii) the standby generator for running lifts, tube well and water pump shall be provided by the company without any extra cost. The running cost of the power backup system to the unit shall proportionally be borne by the allottee/s over and above maintenance charges.
- (iii) The cost of external electrification of the complex, which include proportionate cost of the substation, cost of transformer, main electrical panel and cost of cables up to the distribution box, will be paid by the company.
- (iv) All external development service of complex like water supply, sewage system, drainage, and road within the complex will be provided by company.
- (v) All external development like water supply, drainage, sewage system & electrification beyond the complex will however done by G.D.A. the connection of internal drainage/sewage/electrification with the external supply (ie beyond the complex) will however be done by company.

10. THAT the completion of the unit will be done as per the completion date subject to receiving the entire cost and other payments as per the term of allotment. However, if the Allottee/s opts to pay the cost in advance of scheduled time, a suitable discount may be allowed by the company on its on discretion but the completion schedule shall remain unaffected. In case the Allottee/s insists for early completion of the unit the company shall try to do the same. In such a case, the discount offered on advance payment shall proportionately by reduce but early completion of the unit shall in no case be binding on the company.

C. MAINTENANCE OF THE COMPLEX:

11. THAT on completion of complex/allotted unit offer of possession, whichever is earlier, an interest free maintenance security (IFMS) towards the maintenance and upkeep of the complex shall be payable by the allottee/s to the company as mentioned in the payment plan on page. The date of commencement of maintenance and upkeep of the complex for which monthly maintenance charges to be paid by the allottee based on super area of the unit, shall be reckoned from the date of issue of "letter of offer of possession" . the amount to be deposited as IFMS will be according to super area of the unit as mentioned in the sale brochure. Further, monthly maintenance charges on actual basis as Intimated to the allottee/s by the company from time to time shall be payable by the allottee/s in advance on or before the seventh day of that month. In case of delay in receipt of monthly maintenance charges within this period interest @ 2 % per month or for any part of a month shall be charged for the period of delay. Further , that company can also recover the default in monthly maintenance charges from the IFMS of the allottee/s,

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moreover, the company/ its nominee will be entitled to effect disconnection of back-up, piped gas connection, if any, and debarment from usage of any or all common, facilities within the complex. The company reserves the right to enhance the maintenance amount payable by the allottee/s keeping in view the actual cost of maintenance of the complex. The company may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard, as per the "Maintenance Agreement" registered with the company or with maintenance agency undertaking maintenance activities.

12. That the maintenance of unit including the walls and partition, sewer, drain, pipes etc shall be the exclusive responsibility of the allottee/s from the date of the possession. Further the allottee/s will neither himself permit anything to be done which damage any part of the building, staircase, shafts common passage, adjoining units etc. nor violates the rules or bye-laws of the local authorities, maintenance agency or the association of allottee/s. the allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned. Failing which the company may recover the expenditure incurred on such rectification from the allottee/s security deposit.

13. THAT the IFMS shall become payable before taking possession as mentioned in clause 11.

14. THAT in case maintenance of the complex is handed over to the association of the allottee/s only common services shall be transferred to the association of the allottee/s .spaces like parking, storage, space central plaza, parks roofs, terrace etc., shall not be handed over to the association and will be owned by the company and may be developed or sold to any agency of individuals as the case may be on any terms as the company would deem fit.

15. THAT the allottee/s will allow the complex maintenance and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure. That the allottee/s will be required to pay addl. Charges if any levied by local body or such authorities.

16. THAT all taxes and charges present or future on land or on building levied by any authority from the date of booking shall be born and paid by the allottee/s however, so long as each unit of the said complex is not assessed separately for all taxes, all the allottee/s shall pay proportionate share of taxes assessed on the whole complex.

17. THAT the company shall be responsible for providing internal services within the complex which include laying of roads, water lines ,sewer lines ,electric lines ,however external services like water supply network, sewer , storm-water drains ,roads electricity outside the complex to be connected to internal services are to be provided by the development authority, as the case may be.

E.POSSESSION OF UNIT:

18. The possession of the unit shall be given within 36 month or extended as permitted by the agreement. The company hereby agrees to pay penalty to the allottee/s @Rs. 5.00 per square ft of the Super area of the unit per month for any delay in the possession beyond the given date plus grace period of 6 months till the offer of possession/handing over of unit whichever is earlier.

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The compensation amount will be calculated after the lapse of the grace period and shall be paid /adjusted at the time of final account settlement before possession of unit. However, the payment of compensation is subject to the condition that the Allottee/s makes the payment of all his/her due installment and additional charges /PLC as per the payment plan agreed upon, However claim of penalty will be waved-off, if any natural calamities or any such eventualities i.e. beyond the control of the company arises.-

Upon receiving a written intimation, the allottee/s shall, within time stipulated, take possession of the said/unit by executing indemnities, undertakings, maintenance agreement and other document as prescribed. If allottee/s fails to take possession within the time period prescribed, the company shall have no liability of maintaining inside the flat/shop and security thereon. The company shall be entitled to recover the due amount at the stage, through available legal remedies. The company may decide to condone the delay by allottee/s in taking over the possession of the flats/shop in deserving cases. on the condition that allottee/s shall pay to the company charges @ Rs. 5 per sq ft. of the super area per month for the entire period of delay. These charges shall be in addition to maintenance or any other charges as provided under the allotment letter/agreement. Further the allottee shall have no right of claim in respect of any item of work which the allottee may allege not to have been completed or in respect of any specification.

19. THAT the sale Deed/ sub Lease deed of the unit be preferred in favor of the Allottee/s by the company after the entire payment has been made.

20. THAT All the charges, expenses, stamp duty, official fee, incidental charges etc. towards the sale Deed including documentation, will be borne by the Alottee/s. if the company incurs any expenditure towards the registration of the unit in favour of the Allottee/s, the same shall be reimbursed by the Allottee/s to the company.

21. THAT the possession of the unit will be given after execution of the sale deed/sub sale deed.

22. THAT the Alottee /s shall get exclusive possession of the built up area of his/her unit and will be transferred the title of this area along with proportionate undivided interest in the land under the block. The allottee shall have no right, interest or title in maintaining such as corridors, staircase, parking, lobby, terrace etc, except the right of usage the common areas like corridors, staircase, lobby, lift area and approach road. These and the land of other common facilities shall remain the exclusive property of the company. The right to usage of common facilities is subject to full payment by Allottee/s.

23. THAT in addition to the built up area, if the allottee/s gets exclusive usage rights to certain area (like attached areas with ground floor unit, and terrace for certain upper floors). However, no construction, either permanent or temporary, shall be allowed in such area. The maintenance of these areas shall be the exclusive responsibility of the Allottee/s

24. That for computation purpose the units are being allotted on the basis of super area, which means and includes built up covered area of the unit plus proportionate share

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falling under corridors, stairs passages, lobbies, projections and architectural features, lifts wells and rooms, mummies, common lobbies and toilets, circulation and refuge areas balconies, if any and other common spaces, services within the block of complex. The built up covered area of the unit includes the entire carpet area of the unit, internal circulation area and proportionate area under internal and external walls and balconies. The built up area shall be measured from outer edge of the wall if it is not common and from the centre of the wall if it is common. The method of calculation of the super area shall be binding upon all the Allottee/s.

25. THAT the final super area of the units will be intimated after final physical measurement after construction. in case of variation in actual super area vis-à-vis booked super area, necessary adjustment in cost plus or minus, will be made at the rate prevalent at the time of booking, super area may vary without any change in built up area or dimension of the units. Similar measurement and calculations will be done for exclusive lawn and terrace areas also wherever applicable as per terms of the allotment letter. If there is any change in the carpet area shown in the broucher, variation of such area will however be adjusted. i.e. if such area increases or decreases, super area will accordingly be increased/decreased and cost adjustment of such area will be done accordingly on the agreed. rate of the basic price of the agreement.

26. THAT the size given in plans are tentative and can be modified due to technical and other reason, e.g., change in position or direction of the unit, number of the unit, its boundaries, dimensions or its areas .the company shall be liable only for cost adjustment arising out of super area variations.

27. THAT in case a particular unit is omitted due to change in the plan of the company or company is unable to handover the same to the allottee/s for any reason beyond its control, the company shall offer alternate unit of the same type and in the event of non-acceptability by the allottee/s or non-availability of alternative unit, the company shall be liable to refund only the actual amount received from the allottee/s. the allottee/s hereby agrees that in such case he shall not be entitled to any damages or compensation of any nature whatsoever from the company, in case any preferentially located unit ceases to be so located, the company shall be liable to refund extra charges paid by the allottee/s for such preferential location without any damages of compensation.

28. THAT the allottee/s after taking possession of the unit, shall have no claim against the company in respect of any item or work in the unit, which may be said not to have been carried out or for non-compliance of any designs, specifications, building material or any other reason whatsoever.

F.GENERAL TERMS AND CONDITIONS

29. THAT the amount paid by the allottee/s to the company .i.e to the extent of 15% of the total price of the unit shall be forfeited in case of non-fulfillment of the terms of allotment and shall not be refunded in any case whatsoever.

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30. THAT the address given in the application form shall be taken as final unless any subsequent change has been intimated to the company through ordinary post. All demand notice, letters, etc., posted at the given address shall be deemed to have been received by allottee/s.

31. THAT the company shall have the right to raise finance from any bank/financial institution/body corporate and for this purpose create equitable mortgage against the land of construction or the proposed built up areas in favour of one or more financial institutions and for such an act the allottee/s shall not have any objection and the consent of the allottee/s shall be deemed to have been granted for creation of such charge during the construction of the complex.

32. THAT the allottee/s agrees to furnish his permanent account number (PAN) or form 60/61, as the case may be, within 30 days from the date of execution of this allotment, if not furnished earlier.

32. THAT the basis of calculating the proportionate charges payable by an allottee/s will be proportion of the super area of the unit to the total super area of all unit affected by that charge.

34. THAT the allottee/s may undertake minor internal alterations in his unit only with the prior written approval of the company/concerned statutory authorities. The allottee/s shall not be allowed to effect any of the following changes/alterations :

(i). Changes which may cause damage to the structure (column, beams, slabs, etc.) of the block or the unit or to any part of adjacent units. In case damage is caused to adjacent unit or common area, the allottee/s will get the same repaired failing which the cost of repair may be deducted from the Allottee/s IFMS or any other charges available with the company. If such demand is more than the available amount in the company then the recovery can be made through legal course at the cost of allottee/s.

(ii) Changes that may affect the façade or common area of the building, e.g changes in windows, tampering with external treatment, changing the paint colors of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structure, hanging or painting of signboard etc. Designated spaces will be allocated for display of signboard, etc. In the interest of complex aesthetics, unauthorized display boards will be removed at the cost of the Allottee/s.

(iii) Making encroachments on the common spaces in the building.

35. THAT the Allottee/s shall not use or allow to be used the unit for any activity that may cause nuisance to other Allottee/s in the complex or which is in violation of rules / regulations /bye-laws of the concerned authorities. The allottee shall use the unit only for residential purpose & not for commercial or any other activity.

36. The Allottee/s if resident outside India shall be solely responsible to comply with the necessary formalities, as laid down in foreign exchange management act 1999 and/or any other law governing remittance of the payment, for obtaining requisite permission for acquisition of property.

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In case of permission for the acquisition of the flat is not granted to the allottee/s the amount received by the company will be refunded in full to the allottee/s without any interest. In such case the allottee/s shall obtain the approval of the concerned authorities at the earliest and submit the copy of the same to the company.

37. THAT the Allottee/s has fully satisfied himself about the interest and the title of the company in the said land on which the unit as part of a group housing complex/ commercial complex is being constructed and has understood all limitation and obligation in respect thereof and there will be no objection by the Allottee/s in this respect.
38. THAT all the Allottee/s agrees and undertakes that he shall at any time before or after taking possession of the unit, have no right to object in the company constructing or continuing to construct other building adjoining the said unit. The Allottee/s agrees that in case at any stage further construction in the complex is done and disposal of such constructed area is made, he/she shall have no objection or claim whatsoever in this regard.
39. THAT all the charges payable to various department for obtaining service connections to the unit like electricity, telephone, water, etc. including security deposit for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the Allottee/s.
40. THAT in case of joint application, the Company may, at its discretion, correspond or prefer claim with any person and such correspondence with any one of the joint Allottee/s shall be deemed sufficient for its record. Preference will however be given to first name.
41. THAT for all intents and purposes, singular include plural and masculine includes feminine.
42. THAT if any misrepresentation/ concealment/ suppression of material facts is/are found to have made by the Allottee/s, the entire money deposited by the Allottee/s with the Company shall be forfeited and legal action for such representation/ concealment/ suppression shall be initiated at the cost of Allottee/s.
43. THAT the Allottee/s shall send the duplicate copy of these Terms and conditions duly signed and witnessed along with the payment of the Allotment money to the company.
44. That the disputes or disagreements arising in connection with or in relation to this allotment shall be mutually discussed and settled between the parties.
45. THAT all payments in respect of the allotment money, installment and / or any other charges shall be made by the Allottee/ s in the name of company.

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46. THAT If the allottee/s make payment through cheque and cheque is dishonored due to any reason whatsoever the company shall be entitled to charge Rs. 1000/- one thousand per instance from the allottee.
47. That the disputes or disagreements arising in connection with or in relation to this allotment which can not be amicably settled shall be finally decided by arbitration and the sole arbitrator in such a case shall be appointed by the company, and other provisions of the Indian arbitration and Conciliation Act, 1996 or any other amendment thereof shall be applicable, the decision of such arbitrator shall be binding to allottees & company.
48. THAT in case of any dispute between the Co-Allottee/s, the decision from the competent Court shall be honoured by the Company. However, in such case the co-applicant, either collectively or severally shall ensure that the installments are paid in accordance with the payment plan, failing which the co-alottee/s shall be governed by the provisions of clause 1 above and the refundable amount, if any according to the terms and conditions contained in this allotment letter, shall be paid to the co-alottee/s in proportion to the amount received from them.
49. THAT the court of Ghaziabad alone shall have jurisdiction for adjudication of all matters arising out in connection with this Allotment.
50. THAT the Allottee/s has seen and accepted the plan, design, specifications which are tentative. Modifications in the layout plan/building plans designs as the company may deem fit or as directed by any competent authority (ies) any alteration or modification high in $\pm 5\%$ in the super area of the apartment there will be no extra charges/claim by the company. However any major alteration/modification resulting in more than $\pm 5\%$ change in super area of the apartment any time prior to and upon the possession of the apartment, the company shall intimate the allottee in writing the changes thereof and the resultant change, if any in the price of the apartment to be paid by him and the allottee(s) agree to inform the company within 30 days from the date of such notice, failing which the allottee/s shall be deemed to have given his/her full consent to all alteration/modification, if the allottee/s give his/her non consent/objection then the allotment shall be deemed to have been cancelled and the company shall refund the entire money received from the allottee/s without any deduction and without any interest. The allottee/s agree/s that any refundable/payable amount (without any interest) will be at the rate per sq.ft. as mentioned in the application /Allotment Letter.
51. Transfer of the Rights as Allottee for the said apartment herein, will be at the discretion of the company and will need its prior written approval from the company. Administrative charges as prescribed by the company from time to time will be paid by the allottee/s before the transfer. Any change in the name of allottee/s (including addition/deletion) as registered/recorded with the company, will be deemed as transfer for this purpose. The administrative charges for transfer of rights herein amongst family members (Husband, wife, own children and real brother/sister, father mother) will be 50% of the normal administrative charges for every transfer.

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Note: The prevailing administrative charges for transfer of flats from one name to another will be free for First transfer only but for a period of six months only from the date of allotment; however administrative charges @ Rs. 100 per sq.ft. of the super area will be charged beyond six month (of Ist allotment) and for subsequent transfer(s). the cases of transfer may be considered only after 40% payment has been made.

52. Until a sale deed is executed & registered the company shall continue to be the owner of the apartment and also the construction thereon and this allotment shall not give to the allottee(s), any rights or interest therein even though all payments have been received by the company. The company shall have the first lien and charge on the apartment for all its dues that may/become due and payable by the allottee(s) to the company.

53. Car parking is available inside the complex on payment basis as mentioned on the payment plan and it shall be allotted to buyers of apartments on “first come first serve basis”. A separate agreement for the allotment of the car parking will be executed between company and the allottee(s) at the time of possession.

54. The company reserves the right to change its name, but rights of allottee will not be affected due to such change If any

55. (a). The allottee(s) is aware that various apartments are being allotted to various persons under uniform terms and conditions. The allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for other purpose which may or likely to cause nuisance to allottee(s) of other apartments in this complex or to crown the passages to use it for any illegal or immoral purposes.

(b). the apartment shall be used for activities as are permissible under law.

Authorized Signatory**Signature of the Buyer****Do's and Don'ts for the Allottee/s**

Note: Wherever the contents of Annexure are in conflict with the terms and conditions of the Flat Buyer Agreement, in such case the terms and conditions laid down in the Flat Buyer Agreement will Supersede those laid down in Annexure and hereunder

Do's**Taxes and other expenses**

1. The Allottee/s will bear and pay any increase in local taxes, duties, Service Tax, Metro Cess Levies, Lease Rent ,Power Charges, Water Charges etc .Which may be imposed by the concerned local authority and/or Government and/or other authority/or Company or the Agency appointed by the Company .
2. The Allottee/s will pay in regular and timely manner their respective Share of expenses of the Common services as may be determined by the Company from the time to time whose decision in the regard shall be final and binding on the allottee/s.

Maintenance

- 1 The Allottee/s will maintain the Flat and Building thereon at own cost in good condition and not to change /alter or make addition in or to building to the detriment of the neighbors and Surroundings.
- 2 The grass in the open front yard should be well maintained and trimmed regularly.
- 3 The open front yard should be well maintained, cleaned and free of litter, waste etc and is conformity with the general guidelines of the Company /Maintenance Agency.
- 4 The Plants planted in the open front yard are well maintained.

General

1. The allottee/s will take extreme care and not cause nuisance by making loud noises by shouting, Using musical instruments, radios, television, simplifiers etc in a manner that may disturb others.
2. The Allottee/s will observe the procedure of disposal of garbage as may be prescribed by the Company from time to time.
3. The allottee/s will observe general rules of cleanness, health and sanitation.
4. The allottee/s will submit from time to time a list of family members of allottee/s who are going to stay with him.
5. The allottee/s will submit from time to time a list of the servants, drivers and other staff employed by him staying in his premises.

6. The allottee/s will submit from time to time a list of the vehicles maintained by him and will get necessary security passes/ token issued from the security agency.

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7. The Allottee/s will observe rules laid down by the Company to regulate entry of vehicles personnel, including service personnel and servants.

8. The Allottee/s will ingress and egress the development in peaceful and orderly manner and will obey the stipulated tariff regulation, signage etc.

9. The Allottee/s will always extend courtesies to the follow residents, staff of the company, security staff etc.

Don'ts

Rules and Regulations of the Company

1. The Allottee/s will not obstruct the company or the agency appointed by the Company from performing their duties and responsibilities related to the maintenance, security, administration, horticulture and any other work which is required to be done by the said agency.
2. The Allottee/s will not violate any of the rules and regulation, if any, laid down at any times hereafter in respect of the use of any building, park, green areas, club with indoor swimming pool, institution etc. or any other area falling outside the boundary of the Allottee/s's flat.
3. The Allottee/s will not cause any damage to the common areas such as parks, green areas, walk ways, road etc. which are allowed to be used by the Allottee/s by the Company. Similarly, the Allottee/s will not damage any installation thereon such as electric boxes, electric poles, lighting fixtures, fountains, water bodies, canopies, gazebos, hardscape features, statues, artistic installations, irrigation system, plantation material such as grass, shrubs, trees etc...
4. The Allottee/s will not use the flat for the purpose other than residential purpose.
5. The Allottee/s will not make any change in the external color scheme and architectural features of the building built by the Allottee/s in line with guidelines laid by the Master Architect appointed by the Company.
6. The Allottee/s will not undertake any modification of the works/ installations located outside the boundary wall of the flat of the Allottee.
7. The Allottee/s will not transfer, convey, mortgage, deal with or dispose off or execute, assign or transfer by way of power of Attorney or an agreement to sell the flat allotted to the Allottee/s without prior permission of the Company.
8. The Allottee/s will not change, alter or make addition into the house built on the flat of the Allottee/s or any part thereof whereby the standards set out by the Master Architects are impaired/ changed/ varied or to cause any structural threat to the neighboring house or structure.

Cleanliness.

1. The Allottee/s will not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown or allow he same to be accumulated on the area outside the flat or within the flat allotted to the Allottee/s.

2. The Allottee/s will not store any inflammable, hazardous/ material/ article in his flat or the building there upon which may endanger the life/ well-being of any of the residents of the building, or neighbor, or any other residents of Premium housing projects.

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Nuisance/ Annoyance

3. The Allottee will not permit the use of flat or building thereupon or any part thereof for any immoral, illegal, unlawful or anti social activities.
4. The Allottee/s will not permit the use of flat or building thereupon or any part thereof in a manner in a source of nuisance or cause annoyance to any neighbors/ occupiers/ residents of the Premium housing projects.
5. The Allottee/s will not plant any material that is harmful/ poisonous to the residents/ pets and do not harm the indigenous plantation material or cause water depletion.
6. The Allottee/s will not keep any animals or any other article which may cause nuisance or annoying to the neighbors or other persons staying in the Premium Housing Project.
7. The Allottee/s will not use kerosene or wood or stove/chullah in the flat or building thereupon which emanates smoke and similarly will not burn dry leaves, dry grass or any other material which cause smoke fumes etc.
8. The Allottee/s will not obstruct access to any light or air belonging to or being enjoyed by any adjoining premises in any manner by raising structure or planting tall trees.
9. The Allottee/s will not do anything or permit anybody to do anything that may dislocate or damage or impair the common facilities such as electric, water, sewage reticulation. The Allottee/s shall not exceed permitted electric load.

10. The Allottee/s shall not throw plastic wrappers, bags, sheets, or any other material which can choke drainage system, rain harvesting system, water bodies or can create ungainly sight .It will be required of the Allottee/s that he does not throw refuse and water from his car, while driving, on the roads, side walkways etc.

11. Allottee/s should not park the vehicle whereby the pedestrian pathways are blocked in any manner. The pedestrian pathways are passing through the driveway of the flat of Allottee/s, therefore, the Allottee/s will not park the car in such area of the driveway whereby area falling in the line with the pedestrian pathway/walkways is blocked.

12. The pedestrians will have the first right to cross the road and the Allottee/s will stop his car to allow the pedestrian to cross the road safely before resuming journey. The allottee/s will not cross while driving his vehicle an park school bus which is embarking or disembarking students and such violation will attract penalty as specified from time to time.

13. The Allottee will not pollute the air by creating noise by D.J set, causing annoyance to other residents of above the said project.

Parking

1.The Allottee/s will not park any vehicle or car in any other place except at the specified parking area and will observe all such rules governing parking of the cars in the specified parking areas all the time as framed by Company.

2. In case of the requirement of additional parking space(s)(other than the parking spaces(s))by the Allottee/s ,the same may be offered subject to availability on payment of extra charges at the prevailing rate.

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3. The right to parking space(s) of the Allottee/s shall be right to use only, which shall automatically stand transferred with the transfer of the said apartment.

4. The Allottee/s will not clear, wash the cars in the basement or driveway or on the roads at any point of time.

General

1. The Allottee/s will not hang the clothes on the external surface and in the area facing the main road of the building built on the flat allotted to Allottee/s.

2. The Allottee/s will not hang from or attach to beams or rafts any articles which is likely to effect the guidelines laid by Master architect appointed or adjoining building or any other person in the vicinity.

3. The Allottee/s will not fix at any time any poster, hoarding, publicity material, signage, any illumination, antenna other than antenna for pay TV, or any structure which is found to be objectionable by the Company or can be used for commercial use or intend on any part of the flat or building thereon.

4. The Allottee/s will not permit the servants, drivers or agents etc to wait or take rest or sleep in the parking space , driveway, or area outside the boundary wall of the flat or any other area open for use by Allottee/s such as parks, walkway, open spaces etc. by the Company.

5. The Allottee/s will not encroach upon the front yard, area outside the four wall/boundary of the flat and will not place any temporary structures such as porta cabin, guard room or will not dump furniture, packages or objects of any kind in the said areas.

6. The Allottee/s will not deface or damage the park or green areas allowed for use by the Allottee/s by the Company. The Allottee/s will not remove plants, pluck flowers, takeaway cuttings of the planted material from the said areas.

7. The Allottee/s will not induct any person into the property whose activities are prejudicial to the interest of the Company/Society.

8. The Allottee/s will not carry out any work which would be prejudicial to the soundness or safety of the property or reduce the value of the neighboring or adjoining properties in the Premium housing project or any part thereof.

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Payment Plan (CLP)

Construction Link Plan

1)	Booking amount	=	10% of Total amount
2)	On Raft foundation casting	=	10% of Total amount
3)	On start of Basement slab	=	10% of Total amount
4)	On start of Ground floor slab	=	10% of Total amount
5)	On start of Ist floor slab	=	10% of Total amount
6)	On start of IInd floor slab	=	10% of Total amount
7)	On start of IVth floor slab	=	10% of Total amount
8)	On start of Vth floor slab	=	10% of Total amount
9)	On start of VIIth floor slab	=	5% of Total amount
10)	On start of VIIIth floor slab	=	5% of Total amount
11)	On start of Xth floor slab	=	5% of Total amount
12)	On Possession	=	5% of Total amount

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FLEXY PAYMENT PLAN

- | | | | |
|----|-------------------------------|---|---------------------|
| 1) | Booking amount | = | 10% of Total amount |
| 2) | On Raft foundation casting | = | 30% of Total amount |
| 3) | On start of Ground floor slab | = | 10% of Total amount |
| 4) | On start of Ist floor slab | = | 10% of Total amount |
| 5) | On start of IInd floor slab | = | 10% of Total amount |
| 6) | On start of IVth floor slab | = | 10% of Total amount |
| 7) | On start of Vth floor slab | = | 10% of Total amount |
| 8) | On start of Xth floor slab | = | 5% of Total amount |
| 9) | On Possession | = | 5% of Total amount |

DOWN PAYMENT PLAN

1st installment	Booking Amount	10% of Total Flat cost
2nd installment	Within 45 days from booking	85% of Total Flat cost
3rd installment	On notice for possession	5% of Total Flat cost

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- (1) Only IFMS will be paid at the time of possession
- (2) All payments to be made in favour of “D.B.F. Infrastructure Private Limited” Payable at Ghaziabad.
- (3) Delay in payments attracts interest @ 24 % pa for the period of delay.
- (4) Detailed Term and Condition are mentioned in application form and allotment letter.
- (5) All Government charges like stamp duty, registration charges, service tax, sale tax/vat/wct or any other miscellaneous expenses, electronic/water meter connection charges shall be extra payable by applicant.
- (6) In case of dishonour of cheque, penalty will be charged as per the company’s policy.

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COST SHEET

Particulars	Rate	Recd.date	Amount	Due date	amount
Basic price					
Size/sqft					
Floor PLC					
Park Facing PLC					
Corner Facing PLC					
Sale Price					
Club					
EEC					
FFC					
IFMS					
EDC & IDC					
Power Back-up					
Other charges/ if any					
Total sale price					
Less: Amount received					
Amount due before					
Balance at the time of possession					
Parking (covered/open)					

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ENDORSEMENT

I/We hereby assign all the rights and liabilities under this agreement in favour of

.....

.....

Assignor

I/we hereby assign all the rights, and, liabilities under this agreement assigned in my favour by

.....

.....

Assignee

The above transfer/ assignment is hereby confirmed.

For

Authorized Signatory

Signature of the Buyer

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For

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Signature of the Buyer

SPECIFICATIONS FOR FINISHED FLATS

FLOOR:

Vitrified tiles/ Marble flooring: Living room, Dining room, All bed room, Kitchen

Ceramic tiles/ Marble flooring: Study, Toilets & Balconies

Lifts : P.V.C. flooring

Lobbies & Corridors Kota Stone:

WALLS & CEILINGS

Oil Bound distemper: Ceiling, Living room, Dining room, Bed room, Kitchen, Balconies, Lobbies & Corridors

Master bed room : Texture paints on wall:

Kitchen: Ceramic tiles of 2¹ height from the platform

Toilets : Ceramic tiles of 7¹ height and Oil bound Distemper

ELECTRICAL FITTINGS & SWITCHES

Modular switches, Sheet & switches. Copper wiring and PVC concealed conduit. Provision for adequate light and power points as well Television and T.v. Outlets and protective MCBs.

EXTERNAL & INTERNAL WINDOW

Powder Coated Aluminum, Window shutter and door flush, Shutter with Aluminum frame

INTERNAL DOOR

Flush Door with Wooden frame

HARDWARE:

All door & windows with metal fittings with mortice lock on the main door.

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SPECIFICATIONS FOR SEMI – FINISHED FLATS

(1) LIVING ROOMS

-

Includes Bricks work, plaster electric al pipe fitting.

External and internal windows-

Powder coated aluminum window shutter and
door flush shutter with aluminum frame.

Internal doors

Flush doors with wooden frame

DINING ROOM

External and internal windows-

Powder coated aluminum window shutter and
Door flush shutter with aluminum frame.

BED ROOM

External and internal windows-

Powder coated aluminum window shutter and
door flush shutter with aluminum frame.

Internal doors

Flush doors with wooden frame

MASTER BED ROOM

External and internal windows-

Powder coated aluminum window shutter and
door flush shutter with aluminum frame.

Internal doors

Flush doors with wooden frame

STUDY ROOM

Internal doors

Flush doors with wooden frame

KITCHEN

External and internal windows-

powder coated aluminum window shutter and
door flush shutter with aluminum frame.

TOILETS

External and internal windows-

Powder coated aluminum window shutter.

Internal doors

Flush doors with wooden frame

BALCONIES

Floor

Ceramic tiles

External and internal windows-

Powder coated aluminum window shutter

LIFTS

Floor

PVC flooring

Electrical fitting

Sheet and switches.

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LOBBIES & CORRIDORS**Floor**

Kota stone

Walls

Oil wall distemper

HARDWARE

All doors & windows with metal fittings

With mortise lock on the main door

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LIST OF DOCUMENT TO BE ATTACHED WITH THE APPLICATION FORM/AGREEMENT

In case of **Individual/HUF/Proprietary Firms.**

- i. Self attested photographs 2 nos. of each applicant of which 1 to be attached on the Application forms
- ii Copy of PAN card self attested/ form 60 (in duplicate)duly filled and signed. Please attach the form 60 with the application form
- iii. Address proof self attested photocopy of any one of the following documents:
 - a. pass port copy showing the first page and the last page showing the address.
 - b. Voter ID card.
 - c. Ration card.
 - d. Driving license
 - e. Telephone bill(MTNL/BSNL)
 - f. Electricity bill/ water bill

In case of **company.**

- i. certified copy of memorandum/article of association
- ii. certified copy of form 32 for appointment of director with receipt of filling
- iii. certified copy of Board of Resolution authorizing the signatory.
- iv. certified copy of form 18 for proof of registered office receipt of filling.
- v. Certified copy of PAN card.
- vi. List of Directors with Addresses.

In case of **partnership firm/Society/Trust or other Body Corporate other than company.**

- i certified copy of Partnership deed/charter/agreement
- ii certified copy of Resolution authorizing the signatory (in case of trust/society)
- iii certified copy of PAN card
- iv certified copy of proof of registered office
- v List of partner/society members/trust etc. with addresses.

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