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SUBJECT: **ALLOTMENT OF Villa NO. IN GROUP HOUSING "NANDI BELLA VISTA"**

Dear Sir,

In response to your Application for booking / registration of a Flat in the residential project '**NANDI BELLA VISTA**' being developed and constructed by Nandi Buildwell Private Limited, 264/2, Indra Nagar, Bareilly (hereinafter referred to as the Company) at the lands bearing Kh. 100/2, Udaypur Khas, IVRI Road, Bareilly in lieu of the Map thereof duly approved by BDA, Bareilly vide Map No. MAP20190617181126973, and in lieu of the payments made by you so far as per the details described herein below, the Company has allotted the **Villa No.** in your name on the terms and conditions agreed upon between you and the Company at the time of submitting the application for booking / registration of the Villa. The agreed terms and conditions are being reproduced herein below.

Villa NO.: G-4

SALE PRICE OF Villa NO. : Rs -

DETAILS OF PAYMENT MADE SO FAR:

1- Rs. - received by Cheque No. of Bank on

For Nandi Buildwell Private Limited

Authorised Signatory

Details of Villa Booked

Villa No..... , Carpet Area (Sq.mtr.), Built up Area..... (Sq.mtr.) on . (Area subject to a variation of $\pm 5\%$ of Size of Villa).

The **villa No.** is having an area of **Sq. meters** as individual land in project plot.

(**Carpet Area** means the net usable floor area of an Villa, excluding the area covered

Exclusive balcony or verandah area and exclusive open terrace area, but include the area covered by the internal partition walls of the apartment.)

(**Built up Area**, mean the total area measured on the outer line of the unit including balconies and or terraces with or without roof.)

The **Villa No.....** is bounded on four sides as mentioned below:

North:

South:

East:

West:

Basic Sale Price: Rs.

Luxurious Specifications @ Rs per Sq. Ft. Rs. Free

External Development Charges (EDC) Rs. Free

Internal Development Charges (IDC) Rs. Free

Interest Free Maintenance Security (IFMS) Rs. Free

Installation of Power Back-up charge Rs. Free

Preferential Location Charges (PLC)	Rs. Free
One Car Parking	Rs. Free
Club Membership	Rs. Free
Total Sale Price (including GST)	Rs.....

Payment Plan

1. 10% of Total Sale Price at the time of booking
2. 15% Within 15 days of booking+ PLC's if Any
3. 20% on Completion Of Foundation
4. 20 % on Stilt Floor slab
5. 10% on 1st floor slab
6. 10% on 2nd floor slab
7. 10 % on completion of plaster and flooring
8. 5% on offering on possession

I/We the applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been concealed.

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First Applicant

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Second Applicant

Place : Bareilly

Date: _____

Note:

1. Cheque/Demand Draft/NEFT/RTGS to be made in favor of Nandi Buildwell Pvt. Ltd.
2. In case of dishonor of Cheque of the registration amount due to any reason, the Company reserves the right to cancel the registration of the Villa without giving any notice to the applicant(s).
3. Total Sale Price does not include Stamp Duty and incidental charges, which shall be borne and paid by the applicant(s).
4. Total Sale Price does not include the Maintenance Charges, Property Tax, Municipal Tax, Wealth Tax, Government Rates and Taxes on land or any kinds of Fee or cess or Tax, whatever name called. But include GST.
5. Total Sale Price does not include charges that may be payable by the applicant(s) as per the Villa Buyers Agreement demanded by the Company.
6. In all communications with the Company the applicant must mention reference of the allotted Villa.
7. Singular shall mean and include plural and masculine gender shall mean and include all genders wherever applicable.
8. The amount paid with the application or in installments, as the case may be, to the extent of 10% of Total Sale Price of the Villa shall collectively constitute the earnest money.
9. Applicant, having NRI status or being Foreign Nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other applicant Act/ Law governing such transactions, which may inter-alia involve maintenance of payments/considerations and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking from any Statutory Authority, the amount paid towards booking will be returned by the Company as per applicable rules and Regulations without any interest and the allotment shall stand cancelled forthwith.

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First Applicant

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Second Applicant

Place : Bareilly

Date: _____

SPECIFICATIONS FOR ' NANDI BELLA VISTA '

STRUCTURE

Earthquake resistance - seismic zone III compliant RCC framed structure

Masonry work - bricks for all walls

PLASTERING

Internal walls/ceiling - cement mortar

External walls/ceiling - cement mortar with sand face plaster

FLOORING FINISHES

Living/dining/children bedroom/ guest bed room/ kitchen - double charge
vitrified tiles (2` x 2`)

Master bed room - wooden floor / planks

All balconies - Anti-skid Ceramic Tiles with skirting

Utility - Anti-skid vitrified tiles

All toilets - Anti-skid ceramic tiles

Staircase - Granite stone

DADO FINISHES

All toilets - ceramic tiles up to 8` height

Kitchen - ceramic tiles up to 2` height from the counter

INTERNAL DOORS

Main door – 8` high opening with pre molded wooden flush shutter and frame
in wood, polished on both sides

Other internal doors – 8` high wooden frame and flush shutters

EXTERNAL DOORS AND WINDOWS

Aluminium alloy frames and sliding shutters for all external doors

Windows - 3 tracks Aluminum alloy framed windows with double clear glass
and provision for mosquito mesh shutters

PAINTING

Living/dining/bedrooms – Acrylic Emulsion/designer wall paper

Staircase/lobbies – acrylic emulsion paint

Exterior walls/balconies – acrylic emulsion exterior grade paint

Ceiling- Decorative POP false ceiling

KITCHEN

Modular Kitchen with HOB, Chimney, Oven & Grill

PLUMBING & SANITARY

WC of premium quality

Washbasin of premium quality

CP fittings - of premium quality

Shower panels in all bathrooms
Hot & cold water provision - for all washbasins in toilets
Kitchen sink - hot & cold water provision
Sauna & Steam Combo in one Bathroom

Elevators

Individual Lifts 5 Person Capacity Of Kone/ Schindler/ OTIS/ Thyssenkrupp /
Equivalent

ELECTRICAL

- 15 KVA individual DG for each Villa
- 2 KVA Solar Power Plant Individual villa
- Fire resistant electrical wires- intercom & telephone point in lobby, TV Points for living & bedrooms
- Decorative lights & led ceiling lights
- Split AC in all bedrooms
- Switch plates /switches – modular premium quality
- Exhaust fan in all toilets
- Hair dryer point in all bathrooms
- Geyser in all toilets
- Geyser for utility
- Washing machine provision in terrace
- One 5 ampere point in all balconies

Landscape

Flower beds, clock tower, lion head fountain

SECURITY

- 24 hour security Personnel
- CCTV at strategic locations for security & monitoring.
- Intercom connection from security guard room at gate to each Villa.
- Finger print sensor with password lock at main door of each villa.

TERMS AND CONDITION FOR BOOKING / REGISTRATION

1. I/We are applying for booking / registration of a Villa with full knowledge of all the laws/by-laws, notifications, rules, applicable to the Group Housing/Multi Storied Projects in general and the said building in particular and have also satisfied myself / ourselves about the title, interest and rights of the Company on the land on which the said complex is being constructed and have understood all

limitations and obligations of the Company in respect thereof. I/We confirm that no further investigation in this regard shall be required by me/us.

2. I/We have already examined the tentative plans, designs and specifications of the said Villa and the representatives of the Company have also explained all the prospective thereof and I/we have understood that the Company may affect such variations and/or take corrective measures therein as may be necessary or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority. The necessary changes/alteration may involve change in its dimensions or area etc. The area and measurement of Villa may change at the time of completion of project and accordingly difference amount will be paid by me/us or refunded to me/us.

3. I/We have been duly informed / explained that the allotment shall be made within 6(six) months from the date of submission of complete application but subject to payment, according to the payment plan opted and I/we have understood the same.

4. I/We have been duly informed / explained and also I/we have understood that no Villas shall be constructed by the promoter according to the desire or specification or on request of any prospective buyer.

5. I/We have agreed and have also given our consent to the affect that if for any reason whatsoever, the Company is not able to provide the allotment letter within a period of 1(one) year from the date of submitting the complete application for booking / registration of Villa, the Company, upon the specific request of the applicant(s), may refund the amount in full with simple interest @ 12% per annum with no further liability to pay any damages or compensation in any form. However, no interest on/delayed allotment would be claimed by me/us and I/we have relinquished my/our all rights in this regard.

6. I/We have agreed and have also given my/our consent to the effect that if I/we withdraw the booking / registration application before the allotment, the withdrawal shall be subject to the deduction of 10% of the Total Sale Price.

7. I/We have agreed and have also given my/our consent to the effect that Company shall be entitled to forfeit the earnest amount (10% of the Total Sale Price) in case of non fulfillment of the terms and conditions herein contained.

8. I/We have agreed and have also given my/our consent to the affect that the time shall be the essence in respect of payment of installments on or before due date of total price and other amounts payable by me/us as per the payment plan opted by me/us and /or demanded by the

Company from time to time. I/We have to bear interest @12% p.a. with monthly interest on the defaulted amount for the delay period and also that the Promoter shall be absolved of its responsibility of the timely completion and handing over of the possession of the Villa if the payments are not received by him strictly as per the terms of the Allotment Letter.

9. I/We have agreed and have also given my/our consent to the effect that the Preferential Location Charges (PLC) and any enhancement thereof, service charges, stamp duty, registration fee or any other charges of any nature shall be borne by me/us.

10. I/We have agreed and have also given my/our consent to the effect that the Agreement to Sale / Sale Deed of the said Villa shall be executed by the Company in favor of the allottee and the allottee shall bear the cost of Sale Deed i.e. Stamp Duty and the Registration Charges and the Company shall not be liable thereof. Both the parties shall bear the professional charges of their Advocates for documentation and registration thereof.

11. I/We have agreed and have also given my/our consent to the effect that I/we have to take prior permission from the Company to transfer my/our booking / registration and will have to pay processing fees and transfer charges as decided by the Company from time to time.

12. I/We have been duly explained and I/we have understood that the sale of Villa shall be effective only after the Villa is completed. The Sale Deed will be subject to the requisite permission being accorded by Bareilly Development Authority, Bareilly and also that the current applicable taxes like GST and other Taxes applied by the State / Central Government or Local Bodies in future till the completion of project to be charged extra.

13. I/We have agreed that Electric Connection Charges are not included in the cost of the Villa. Electric Connection and Meter Installation Charges will be charged extra and the amount payable will depend on the estimated cost furnished by the Electricity Distribution Agency.

14. I/We have been duly explained by the representatives of the Company and I/we have understood and consented that the Company shall have right to raise the finance/loan from any financial institution/ Bank by way of mortgage/ creation of charge / lien of receivable or otherwise of the said Villa subject to the said Villa being free of any encumbrance at the time of execution of the Sale Deed. The Financial Institution/ Bank shall always have the first lien/charge on the said Villa for all its dues and other sums payable by or in respect of the loan granted for the purpose of the construction.

15. I/We have agreed and consented that the Company shall have the right to transfer ownership of the said building in whole or in parts to any other entity such as any partnership firm, body corporate(s) whether incorporated or not, Association or Agency by way of sale/disposal/or any

other arrangement as may be decided by the Company without any intimation, written or otherwise to me/us and I/we shall not raise any objection in this regard.

16. I/We have agreed and consented that the maintenance, upkeep, repairs, security, landscaping and common services etc. of the Group Housing shall be managed by the Company or its nominated Maintenance Agency/RWA. I/We shall pay, as and when demanded, the Maintenance Charges including interest free Security Deposit for maintaining and up-keeping the said Group Housing and the various services therein, as may be determined by the Company or the Maintenance Agency/RWA appointed for the purpose. Any delay in making payment will render me/us liable to pay interest as decided from time to time. Non-payment of any of the charges within the time specified shall also disentitle me/us from the enjoyment of the common areas and also the services.

17. I/We have agreed and consented that the loans from financial institutions to finance the said Villa may be availed by me/us. However, if a particular Institution/Bank refuses to grant/extent financial assistance on any ground, I/we shall not make such refusal an excuse for non-payment of further installments/dues.

18. I/We have agreed and consented that the Company shall endeavor to give possession of the said Villa to me/us at the earliest possible date from the date of Provisional Allotment (3 years) or within an extended period with grace of three additional months, subject to 50% of the Villa Allottees making timely payment and Force Majeure causes availability of essential items for construction, change of policy of the Government Agencies and Local Authorities and other causes beyond the control of the promoter. The Villa Allottees have no right to claim by way of damages /compensation against the promoter in case of delay in handing over the possession on account of the said reasons or any other reasons beyond the control of the promoter.

19. I/We have agreed and consented that if the Company fails to offer possession of the said Villa, within time i.e. Three years ,then after ninety (90) days from the expiry of the said period, subject to the Allottee having made all payments as per the Payment Schedule and subject to the terms and conditions mentioned herein and barring Force Majeure circumstances, the Company shall pay interest of 12% per annum on the amount received as compensation for delay in possession and the compensation amount will be adjusted at the time of the execution and registration of the sale deed of the said Villa in favor of the Allottee.

20. I/We have agreed and consented that if I/We am/are not able to take possession of the Villa within 90 days of offering of possession by the company then I/We will pay Rs 10/Sq.ft of buildup area of Villa per month as penalty to the company.

21. I/We have agreed and consented to the effect that I/we and/or my/our family members shall have the right to visit and inspect the premises during the course of construction but in case if any incident occurs, the Developer shall not be held liable for any loss /cost/damage or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during construction or after construction by me/us or any of my/our family member accompanying me/us.

22. I/We have agreed and consented that in case the building is not completed or the Villa to be acquired by the Allottee is not constructed, the promoter may cancel the Villa without assigning any reason and the principal amount received by the promoter from the Allottee shall be refunded to the Allottee. No other claim shall be made by the Allottee and entertained by the promoter.

23. I/We have agreed and consented that if the promoter is not able to complete the project for force majeure reasons, the Allottee shall make payment for work done as may be certificated by the Architect of the Promoter whose decision thereon shall be final and binding.

24. I/We have agreed and consented that before taking possession of the Villa, I/we shall clear all the dues towards the said Villa and execute the Conveyance Deed for the said Villa in my/our favor after paying Stamp Duty, Registration Fee, and other charges and expenses.

25. I/We have agreed and consented that upon taking possession of the Villa, I/we shall have no claim against the promoter and to any item of work, materials, installations, etc. in the said Villa or any other ground whatsoever. Complaints if any, are to be got removed before the delivery of possession. All future taxes like Municipal etc. remain my/our liability.

26. I/We have agreed and consented to the effect that the Company shall be liable for all kinds of repairs in the said Villa in case any defect such as construction (i.e. structure) is found within a period of 12 months from the date of completion of the constructions and offering of Possession by the Company irrespective of the date on which the Allottee has taken the actual physical possession over the said Villa. However, hairline cracks in plaster masonry warp ages in doors and windows shall not be considered as defects. The defect liability of the Company shall not be 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.

27.(a) I/We have agreed and consented that I/we shall not use the Villa or permit the same to be used for any purpose whatsoever other than residential as permissible under the terms of the sanctioned plan.

(b). I/We have agreed and consented that I/we shall not use the Villa for any purpose which may/or is likely to cause nuisance or annoyance to occupiers of neighboring properties or any illegal or immoral purposes and also shall not store in the Villa any goods of hazardous or combustible nature or which are so heavy as to affect the constructions or the structure of the said building or any part thereof.

(c). I/We have agreed and consented that after the possession of the said Villa is handed over to the Allottee, any additions or alternations in or about or relation to the said building that are required to be carried out by the Government / Bareilly Development Authority/Municipal Authorities or any Statutory Authority or in any way pursuant to any statutory requirement, the same shall be carried out by the Allottee in Co-operation with the other Allottees at their own costs and the promoter shall not be in any manner liable or responsible for the same. All such additions and alternations shall be carried out after getting the plans thereof sanctioned by the competent authorities without prior permission of the Promoter or his nominee in writing.

(d). I/We have agreed and consented that I/we shall not do or permit to do the following acts:

(i) The closing of verandahs or lounges or balconies or common passages or common corridors.

(ii) Make any alterations in any elevations and outside color scheme of the exposed wall of the verandah / lounge or any external wall, or the faces of external doors and windows of the Villa which in the opinion of promoter/Residents Welfare Association(RWA) differ the color scheme of the Building.

(e). Neither the applicant (owner) nor occupier of the Villa can put up any name or sign board, publicity or advertisement material outside his Villa or anywhere in the common areas without prior permission of the promoter/RWA or the nominee in writing. However, the applicant (owner) / occupier may put up the Name Plate of standard size depicting his name only on the Entrance Door of the Villa or on the specially designated space for the purpose.

(f). The applicant (owner) or occupier shall not decorate the exterior of his Villa other than in the manner agreed with the promoter/RWA.

(g). The Allottee shall not be entitled to raise any objection or claim any reduction in price of the Villa agreed to be acquired or claim any compensation on the ground of inconvenience or any other cause whatsoever.

(h). The Promoter alone shall be entitled to obtain the refund of various securities deposited by him during construction of the complex with various Governmental/Local authorities for electric and sewer connection etc.

28. I/We have agreed and have consented that the promoter/RWA or nominee and their representatives, employees etc. shall be entitled at any reasonable time to enter into the Villa for carrying out any repair, alternations, lighting, cleaning etc. for any purpose at the building or in connection with obligations and rights mentioned in this application including the disconnection of the electricity or water for repairing the wires, gutter, pipes, drains, part structure etc.

29. I/We have agreed and have consented that the building shall always be known as “**NANDI BELLA VISTA**’ ” and shall never be changed by the Villa Owners or anybody else. The name of the Building and the Builder and Promoter’s name shall always be displayed at a prominent place near the lobby or entrance hall or gate of the Building.

30. The Promoter shall have the first lien and charge on the said Villa in the events of the Allottee parting with any interest herein for all its dues as are and/or that may hereby become due and payable by the Buyer to the Promoter under the Allotment Letter.

31. I/We agreed that my/our complete mailing/permanent/office address have been registered with the Company at the time of booking of Villa and it shall be my/our responsibility and liability to inform the Company by Registered A.D. letter about all subsequent changes in my/our address, failing which, all communication and demand notices posted at the address registered with the Company shall be deemed to have been received by me/us at the time when those should ordinarily reach at such address and I/we shall be responsible and liable for any default in making payment and other consequences that might occur there from.

32. I/We have agreed and have consented that in case of joint applicants, all communications shall be sent by the Company to the applicant whose name appears first in the Application Form and this first applicant shall be considered as served on all the applicants for all purposes and no separate communication be required to be sent to the other named applicant(s).

33. I/We have agreed and have consented that the terms and conditions agreed upon by me/us, shall be binding on the occupier and the default of the occupier shall be treated as that of the Allottee unless context requires otherwise.

34. I/We have agreed and have consented that if any misrepresentation/ concealment/ suppression of material facts are found to be made by me/us, that provisional allotment shall be liable to cancel and the earnest money shall be forfeited and I/we shall be responsible for such misrepresentation/concealment/suppression of such materials facts.

35. If during the continuance of these presents or at any time afterwards any dispute or difference shall arise between the parties or the heirs, executors or administrators or either of them or between their representatives, herein, executors or administrators in regard to the Booking, Provisional Allotment, Allotment, Payment of Installments, Construction of Villa, delivery of possession and execution of Agreement and/or Sale Deed of the said Villa or in regards of any of the articles herein contained or to any division, act or thing to be made or done in pursuance hereto or to any other matter or thing relating to these presents the same shall be settled by mutual negotiations and in case of the failure of the mutual negotiations, the same shall be referred for mediation to CREDAI Bareilly and that all the grievances shall be referred only to Consumer Redresser Forum first, which is being formed by CREDAI Bareilly. If the parties are unable to arrive at any amicable settlement in the mediation, the aggrieved party may forthwith refer to UPRERA or to the Sole Arbitration of Mr. Ashish Agarwal, Advocate of Bareilly (U.P.) and every such reference shall be deemed to be an Arbitration in accordance with and subject to the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

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First Applicant

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Second Applicant

Place: Bareilly

Date: _____