

ALLOTMENT LETTER



Indraprastha Yojna, Ghaziabad, U.P

Applicant Name:

S/D/W Of:

Address:

Co-Applicant Name:

S/D/W Of:

Tower No.: Flat No.:

Super built up area: Sq. Ft.

Date of Booking:



Dated: _____



B H A R A T C I T Y
ALLOTMENT LETTER

To,

Mr. / Mrs. / Ms. _____ S/o, W/o, D/o _____
Address _____

Mr. / Mrs. / Ms. _____ S/o, W/o, D/o _____
Address _____

Mr. / Mrs. / Ms. _____ S/o, W/o, D/o _____
Address _____

Mr. / Mrs. / Ms. _____ S/o, W/o, D/o _____
Address _____

Subject : Allotment of apartment at the Group Housing Residential Project "Bharat City" situated at Villages Nistoli and Afjalpur, Pargana Loni, Indraprastha Yojna, District Ghaziabad, Uttar Pradesh.

Dear Sir / Madam,

In furtherance to the Application No. _____ dated _____ and the Welcome Letter dated _____ issued by BCC Infrastructures Private Limited (the "Company"), we wish to inform you that you have been allotted the Apartment No. _____ on _____ Floor in Tower _____ ("Apartment") of the Group Housing Residential Project "Bharat City" situated at Villages Nistoli and Afjalpur, Pargana Loni, Indraprastha Yojna, District Ghaziabad, Uttar Pradesh ("Project") by the Company along with _____ open / covered car parking space.

Super built up area of your Apartment is approximately _____ square feet.

The consideration and charges associated with the allotment of the Apartment and car parking space payable by you are specified in detail in Schedule III to this Allotment Letter.

The said allotment in your favour shall be subject to absolute compliance of the 'Terms & Conditions' stipulated in Schedule I of this Allotment Letter and other documents that may be required to be executed by you with the Company. The 'Terms & Conditions' stipulated in Schedule I hereof shall be in addition to the terms and conditions specified in the Application and Welcome Letter dated _____. In the event of any contradiction or inconsistency, the 'Terms & Conditions' stipulated in Schedule I of this Allotment Letter shall survive and prevail at all times.

In token of your confirmation of the allotment of the Apartment, please return the duplicate copy of this letter duly signed by you.

Thanking You,

Yours sincerely,

Developer

Allottee

Co-allottee

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B H A R A T C I T Y

ALLOTMENT LETTER

For BCC Infrastructures Private Limited

Authorized Signatory

Enclosed:

Schedule I: Terms & Conditions

Schedule II: Description of the Subject Lands

Schedule III: Description of Apartment

Schedule IV: Specifications of the Apartment

Schedule V: Pricing & Payment Plan

Schedule VI: Transfer Acknowledgment and Endorsement

Annexure I: Layout Plan of the Apartment

I accept the above terms & conditions

[Name of Allottee(s)]

Developer

Allottee

Co-allottee

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SCHEDULE I TERMS & CONDITIONS

A. DEFINITIONS

In this Allotment Letter, unless repugnant or contrary to the context, the following terms shall have the following meanings assigned herein:-

"Advance Money" shall mean the amount of Rs. _____ (Rupees _____ only), as referred to in Paragraph C.4.2 herein.

"Allottee's Default Notice" shall have the meaning assigned to it under Paragraph C.10.3 herein.

"Allottee's Event of Default" shall have the meaning assigned to it under Paragraph C.10.1 herein.

"Allotment Letter" shall mean this allotment letter issued by the Developers.

"Apartment" shall mean residential apartment bearing name / No. _____, on the _____ floor having super built up area of _____ square feet (and covered area / carpet area of _____ square feet) in the Tower Name/No. _____ at the said Project along with all easements, privileges, rights and benefits attached thereto, which is more specifically described in Schedule III hereto read with specification of the same set out in Schedule IV.

"Apartment Ownership Act" shall mean the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010 and Rules framed there under.

"Applicable Laws" means and includes any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/ modification thereto, any government notifications, circulars, office orders, directives etc. or any government order or direction, judgment, decree or order of a judicial or a quasi-judicial authority whether in effect on the date of this Allotment Letter or thereafter.

"Application for Allotment" shall have the meaning assigned to it under Recital C.2 herein.

"Approvals" means and includes any permit, license, consent, grant, certificate, authorization, decision, direction, determination, instruction or approval obtained or required to be obtained from a Competent Authority or any other person in relation to the Project.

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 with all the subsequent amendments and modifications thereto.



"Association" shall mean the association of apartment owners at the Project to be formed in terms of provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

"Balance Money" shall mean the amount of Rs. _____/- (Rupees only) payable by the Allottee to the Developers, as referred to in Paragraph C.4.3 herein.

"Cancellation Date" shall have the meaning assigned to it under Paragraph C.10.3 herein.

"Car Park Space" shall mean the designated _____ covered and _____ open car park space exclusively assigned for parking light motorized vehicles only at the designated parking places.

"Claims" shall have the same meaning assigned to it under Paragraph C.11.1 herein.

"Common Areas and Facilities" means such areas and facilities in the Project which are required under the Apartment Ownership Act and other relevant Applicable Laws or sanctions to be meant for common use, enjoyment and access of the owners of the apartments in the Project as may be specifically provided for in the Declaration by the First Party, Second Party and Third Party to be registered under the provisions of the Apartment Ownership Act.

"Completion of Construction" shall mean the completion of construction development of the Project, in whole or in part, together with improvements thereon, if any, as per the plan, architectural design and relevant Approvals obtained and as evidenced by the completion / occupancy certificate issued by the Competent Authority for the Project, in whole or in part;

"Competent Authority" shall mean any Central or State judicial, quasi judicial or government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Subject Lands and/or the Project.

"Conveyance Deed" shall have the same meaning assigned to it under Paragraph C.3 herein.

"Declaration" means the 'Declaration' as defined in Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

"Deed of Apartment" shall have the meaning as provided in Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

"Earnest Money" shall have the meaning assigned to it under Paragraph C.4.6 herein.

"Fit-outs" means the fixtures, fittings, electrical devices, and other equipment, systems, furniture, partitions, temporary walls and ceilings, etc. that may be installed by the Allottee in the Apartment, whether fixed or otherwise, to make it suitable for use.



"Force Majeure Event" shall mean and include any act of God, fire, flood, drought, earthquake, cyclone, explosion, epidemics, natural disasters, accidents, air crashes, war, riot, hostilities of war, civil commotion, terrorist acts, sabotage, inability to procure or general shortage/ non-availability of steel, cement, other building materials, water or supply of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions, court case, decree, stay, any notice, order, rule, notification of the Government and/ or any injunction, stay order, prohibitory order or directions passed by any Court, tribunal, body or other public or Competent Authority, delay in obtaining any Approvals from the Competent Authority or any other causes (whether similar or dissimilar to the foregoing) or any other event or reason which is beyond the control of or unforeseen by the Developer or which may prevent, restrict, interrupt or interfere with or delay the construction of Project on the Subject Lands.

"GDA" means the Ghaziabad Development Authority.

"Grace Period – Additional Charges" shall have the meaning assigned to it under Paragraph C.4.10 herein.

"Grace Period – Balance Money" shall have the meaning assigned to it under Paragraph C.4.4 herein.

"Hazard" means an event which by reason of its physical, chemical, reactive, toxic, flammable, explosive, corrosive, radioactive or infectious characteristics causes or is likely to cause grave danger to the health of persons in the Project or to the environment in and around the Project.

"Holding Charges" shall have the meaning assigned to it under Paragraph C.7.4 herein.

"Limited Common Areas and Facilities" means the reserved open / covered car parking spaces in the Project and such common areas and facilities in the Project which are required under the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010, other relevant Applicable Laws or Approvals to be meant for use, enjoyment and access of certain apartment owners in the Project to the exclusion of other apartment owners, as may be specifically provided for in the Declaration to be filed by the Developers.

"Maintenance Agency" shall have the meaning assigned to it under Paragraph C.9.2 herein.

"Maintenance Agreement" shall have the meaning assigned to it under Paragraph C.9.2 herein.

"Maintenance Charges" shall mean all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc, payable by the Allottee on actual basis to the Developers, Association or Maintenance Agency, as the case may be, for the right to use Common Areas and Facilities and Limited Common Areas and Facilities in the Project and does not include the charges for actual consumption of utilities in the Apartment, which shall be charged on actual consumption basis.



“NOC” means no objection certificate.

“Possession Notice” shall have the meaning assigned to it under Paragraph C.7.1 herein.

“Possession Notice Expiry Date” shall have the same meaning assigned to it under Paragraph C.7.1 herein.

“Project” shall have the meaning assigned to it under paragraph C.1 herein.

“Sale Consideration” shall mean the amount of Rs. _____/- (Rupees _____ only) being the consideration towards the purchase by the Allottee of all rights, title and interest in the Apartment, Car Park Space along with undivided proportionate interests in the Common Areas and Facilities in the Project, as referred to in Paragraph C.4.1 herein.

“Statutory Charges” Shall mean the amount of Rs. _____/- (Rupees _____ only) being the proportionate Amount towards the paid by the developers to competent authority relation to the project.

“Subject Lands” shall have the meaning assigned to it under paragraph C.1 herein.

“Tentative Completion Date” shall have the meaning assigned to it under Paragraph C.6.2.

B. INTERPRETATION

In this Allotment Letter, unless the context requires otherwise, the following rules of interpretation shall apply –

- (a) References to any statute or statutory provision or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof;
- (b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- (c) References to Recitals, Paragraphs or Annexure are, unless the context otherwise requires, references to recitals, Paragraphs or Annexure of this Allotment Letter;
- (d) Headings to Paragraphs are for information only and shall not form part of the operative provisions of this Allotment Letter and shall not be taken into consideration in its interpretation or construction;
- (e) To the extent to which any provision of this Allotment Letter conflict with its Annexure or any provision of the Application for Allotment or the Allotment Letter, the provision of this Allotment Letter will prevail;
- (f) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.



- (g) Unless the context otherwise requires, reference to one gender includes a reference to the other, words importing the singular include the plural and vice versa.
- (h) Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Allotment Letter shall be construed as 'she', 'her', 'herself' etc. whenever the reference is to female Allottee. These expressions shall be deemed to be modified and read accordingly whenever the Allottee is a body corporate or a partnership firm. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Allotment Letter so demands.
- (i) Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter" etc. used in this Allotment Letter shall mean reference to this entire Allotment Letter and not to the particular Paragraph, Recital or provision in which the said term has been used, unless the context otherwise requires.
- (j) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- (k) Any reference to the word 'year' or 'annum' means 12 (twelve) English calendar months;
- (l) The words 'in writing' or 'written' include any communication sent by registered / speed post letter and/or, facsimile transmission.
- (m) The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.

C. The Applicant(s) agree(s) that -

1. BCC Infrastructures Private Limited, BCC Builder Private Limited and Santosh Buildcon India Private Limited (hereinafter collectively referred to as the "Developers") are the joint owners of lands admeasuring 57.69 acre, situated at Villages Nistoli and Afjalpur, Pargana Loni, District Ghaziabad, Uttar Pradesh (the "Subject Lands"). The Subject Lands are more specifically described in Schedule II hereto. The Developers are in the process of constructing / developing a multi-storied group housing project by the name of 'BHARAT CITY' on the Subject Lands ("Project") under the sanction / permission granted by Ghaziabad Development Authority vide Map No. - 24/Zone -8/G.H/2013-14.
Dated :- 26/07/2014, Map Letter No. - 87/Zone-8/14-15. Dated:- 03/01/2015, Khasra No. -09 to 26, 29 to 42, 44 to 48 & 67 to 81 Nistoli, Loni, Ghaziabad & Khasra No. -74,87 to 90, 100, 102 to 105 & 108 to 114 Afjalpur, Loni, Ghaziabad.
2. The Allottee had vide an application dated _____ ("Application for Allotment") applied for the allotment of an apartment admeasuring _____ square feet and for allotment of _____ covered car parking space(s) and _____ open car parking space (s) in the Project being developed by the Developers on the Subject Lands. The Developers has, vide a Welcome Letter dated _____ ("Welcome Letter"), allotted the residential apartment unit bearing No. _____ on the _____ floor having super built up area of _____ square feet (and covered area / carpet area _____ square feet) in the Tower Name / No. _____ at the Project along with all easements, privileges, rights and benefits attached thereto ("Apartment") along with proportionate undivided interest



in the Common Areas and Facilities and exclusive right to use and occupy designated _____ open and _____ covered car parking space ("Car Park Space") in the Project as part of the Limited Common Areas and Facilities in favour of Allottee. The Apartment is more specifically described in Schedule III hereto read with specification of the same set out in Schedule IV.

3. In consideration of the payment already made and those to be made by the Allottee to the Developers in the manner stated hereinafter and in consideration of the adherence to and compliance with various terms, conditions, covenants and obligations of the Allottee stated herein, the Developers have agreed to allot in favour of the Allottee at the price / consideration mentioned in Paragraph C.4.1 hereinafter and on the Terms & Conditions as set out hereinafter, and the Allottee hereby agrees to acquire / purchase all rights, title and interest in the Apartment along with all easements, privileges, rights and benefits attached thereto along with proportionate undivided interest in the Common Areas and Facilities necessary for the adequate use and enjoyment thereof along with exclusive right to use and occupy the Car Park Space as part of the Limited Common Areas and Facilities at the Project. As provided in Paragraph C.7 hereinafter, the Allottee shall be required to execute a duly stamped sale deed and / or deed of apartment (as required under the Apartment Ownership Act) which shall be registered with the jurisdictional Sub Registrar of Assurances ("Conveyance Deed") for transfer of ownership of the Apartment and other rights and benefits in favour of the Allottee along with such other documents as stipulated or envisaged herein or as may be required by the Developers from time to time.

4. SALE CONSIDERATION AND CHARGES

4.1 The entire consideration payable by the Allottee towards the absolute purchase of all rights, title and interest in the Apartment along with all easements, privileges, rights and benefits attached thereto and the exclusive right to use the designated Car Park Space in the Project shall be as under-

- (i) An amount of Rs. _____/- (Rupees _____ only) for the sale of the Apartment "Sale Consideration"
- (ii) An amount of Rs. _____/- (Rupees _____ only) being the proportionate amount towards the "Statutory Charges"
- (iii) An amount of Rs. _____/- (Rupees _____ only) for the exclusive right to use and occupy the Car Park Space - [open and covered] ("Car Parking Allotment Charges").
- (iv) An amount of Rs. _____/- (Rupees _____ only) towards (IFMS), power backup facility charges and legal and administrative costs ("Other Charges").

4.2 The Allottee has, till the date of this Allotment Letter made a payment of Rs. _____/- (Rupees _____ only) ("Advance Money") to the Developers, towards part payment of the Sale Consideration. The receipt of the Advance Money is acknowledged and confirmed by the Developers.



4.3 The Advance Money is adjusted against the Sale Consideration in the manner specified in the 'Schedule of Payments' set out in Schedule V hereto and the balance amount of Sale Consideration being an aggregate sum of Rs. _____/- (Rupees _____ only) alongwith IFMS and Other Charges (collectively referred to as the "Balance Money") and all others costs, charges, dues that may be demanded by the Developers under this Allotment Letter, shall be payable by the Allottee to the Developers in the manner specified in the 'Schedule of Payments' reproduced herein in Schedule V.

4.4 The timely payment of the Balance Money in the manner set out herein along with all other charges as described herein is the essence of this Allotment Letter. If the Allottee fails to pay any installment of the Balance Money, even for reasons of dishonor of cheque, the Developers may grant a grace period of 21 (twenty one) days from the respective due date (**"Grace Period – Balance Money"**) to the Allottee to make the outstanding payment. However, the Allottee shall be liable to pay interest at the rate of 9% (Nine Percent) per annum on the outstanding amount computed from the due date till the date of actual realization of the payment, including that for the Grace Period – Balance Money along with the bank charges (if any) in cases of dishonor of cheque.

4.5 In the event of non-payment of any installment of the Balance Money by the Allottee together with interest payable on the same as per Paragraph C.4.4 herein above on or before the expiry of Grace Period – Balance Money, the same shall be deemed to be an Allottee's Event of Default under this Allotment Letter as specified in Paragraph C.10.1, and the Developers may, at their sole discretion, cancel this Allotment Letter in the manner specified in Paragraph C.10 herein and be entitled to forfeit the Earnest Money (10% of the Sale Consideration) out of the total amounts paid by the Allottee to the Developers till that date. However, the Developers may, at their sole discretion, decide not to cancel the Allotment Letter and condone the delay in payment of the particular installment of the Balance Money, subject to the terms and conditions that may be imposed by the Developers on the Allottee at that particular point of time including but not limited to payment of interest by the Allottee on the unpaid amounts at an enhanced rate as the Developers may deem fit and appropriate. Such discretion to condone the delay and not cancel this Allotment Letter shall vest exclusively with the Developers and all decisions taken by the Developers in this regard shall be final and binding on the Allottee without any demur or protest.

4.6 It has been specifically agreed between the Parties that 10% of the Sale Consideration shall be considered and treated as earnest money under this Allotment Letter (**"Earnest Money"**), to ensure the performance, compliance and fulfillment of the obligations and responsibilities of the Allottee under this Allotment Letter.

4.7 It has been made clear by the Developers and the Allottee has understood that the Sale Consideration and IFMS as stated in Paragraph C.4.1 hereinabove and the Other Charges are payable by the Allottee computed on the basis of super built up area of the Apartment. The Allottee agrees that the calculation of super built up area in respect of the Apartment is tentative at this stage and subject to variations in the buildings plans as may be sanctioned by the Competent Authority till the Completion of Construction. On account of any such variations or increase of FSI at the Subject Lands, in case there is any increase or decrease in the super built up area (in excess of 5%), the revised super built up area shall be applicable for the purposes of computation of the Sale Consideration, IFMS and Other Charges. The Developers shall, inform the Allottee about any such change / revision in the super built up area and the conse



quent change / revision in the Sale Consideration, IFMS and Other Charges at the time of execution of Conveyance Deed. The Allottee hereby agrees that any such change / revision in the super built up area of the Apartment shall be acceptable and binding upon them and they shall be liable to pay for any additional Sale Consideration, IFMS and Other Charges that may be demanded by the Developers due to such reason. The change / variation in the super built up area of the Apartment may have impact on the carpet area, however in no event the carpet area of the Apartment shall be less than 90% of the carpet area as mentioned in this Allotment Letter. Further, during the construction of the project the Developers may use the green / open areas at the Project for open parking or other permitted uses for which the Developers may revise the existing sanctioned building plans of the Project in the manner permitted under the Applicable Laws.

4.8 It is clearly understood by the Allottee that the Allottee shall at no time have the ownership or title over the Car Park Space which is within the multi-level car parking at the Project, except for the exclusive right to use and occupy the same for his car or for his visitors' car. The Allottee agrees and understands that the Developers has granted the exclusive right to use and occupy the Car Park Space to him as per the Developers' policy and model adopted in selling the built up apartments in the Project. The Allottee agrees and undertakes not to raise any objection or dispute in the event the Developers have granted or agreed to grant car park spaces, greater than what has been granted to the Allottee herein, to any other allottee in the Project. The Allottee understands that as per the rules / bye laws to be framed for the Association CNG fitted cars / vehicles shall not be allowed to be parked in the basements of the buildings.

Any additional car park space, if required by the Allottee shall, subject to availability, be granted by the Developers and charged at the then prevalent rates for allotment of each such car park space. As the Car Park Space is an integral and indivisible part of the Apartment, the Allottee undertakes not to transfer the exclusive right to use and occupy the same in favour of any third party, except with the conveyance, sale, transfer and assignment of ownership of the Apartment in favour of such third party. All Paragraphs of this Allotment Letter, including but not limited to the use, cancellation, resumption etc. of the Apartment shall, mutatis mutandis, apply to the Car Park Space.

4.9 If at any time post the date of issuance of this Allotment Letter, there is any upward change in any statutory charges [including but not limited to (a) any enhancement in government and statutory dues / taxes / cess / charges, (b) any change / amendment / modification to the Applicable Laws, (c) upward revision of EDC, IDC etc. required to be paid by the Developers during the time of construction, (d) increase of deposits / charges for supply of electricity and water, (e) cost of additional fire safety measures, (f) revision of ground rent, or outgoings of any kind or nature] whether prospectively or retrospectively, the Allottee shall be liable to pay the said additional charges to the Developers. The Allottee hereby agrees and specifically confirms to pay the same to the Developers as and when demanded by the Developers without any demur or protest. Similarly, if at any time post the date of issuance of this Allotment Letter, there is any reduction / relaxation in payment of such statutory charges or any refund is received on this account by the Developers from the Competent Authority, the same shall be refunded to the Allottee on pro-rata basis.



4.10 If the Allottee fails to pay any such additional charges as and when demanded by the Developers as specified herein above, the Developers shall grant a grace period of 21 days from the date of issuance of a written notice / demand onto the Allottee ("Grace Period – Additional Charges") to the Allottee to make the said payment. However, the Allottee shall be liable to pay interest at the rate of 9% per annum on the unpaid amount computed from the date of issuance of the written notice / demand notice till the date of actual realization of payment, including that for the Grace Period – Additional Charges along with the bank charges (if any) in cases of dishonor of cheque.

4.11 In the event of non-payment of any such additional charges by the Allottee together with interest payable on the same as per Paragraph C.4.10 herein above on or before the expiry of Grace Period – Additional Charges, the same shall be deemed to be an Allottee's Event of Default under this Allotment Letter, and the Developers may, at its sole discretion, cancel this Allotment Letter in the manner specified in Paragraph C.10 herein and be entitled to forfeit the Earnest Money (10% of the Sale Consideration) out of the total amounts paid by the Allottee to the Developers till that date. However, the Developers may, at its sole discretion, decide not to cancel the Allotment Letter and condone the delay in payment of the additional charges, subject to terms and conditions that may be levied by the Developers on the Allottee at that particular point of time including but not limited to payment of interest by the Allottee at an enhanced rate as the Developers may deem fit and appropriate. Such discretion to condone the delay and not cancel this Allotment Letter shall vest exclusively with the Developers and all decisions taken by the Developers in this regard shall be final and binding on the Allottee without any demur or protest.

4.12 All payments required to be made by the Allottee shall be made by cash / cheque / demand draft / pay order / electronic transfer, payable at par drawn in favour of 'BCC Infrastructures Private Limited Escrow Account No. 01930350000124.

4.13 The Borrower shall not accept any cheque/demand draft towards the sale consideration which is not drawn in the manner as prescribed hereunder ;

(i) Allotment Letter

"The entire Project has been mortgaged to ECL Finance Limited and the allotment of flats/units in the Project is subject to the condition of obtaining the conditional no objection (NOC) from ECL Finance Ltd. (ECLFL) and in case ECLFL refuse to give NOC or the NOC is not applied for, the allotment will automatically cancelled and the booking amount shall be refunded. All the booking amount/sale consideration (other than VAT & Sale Tax), by whatsoever name called shall be deposited in the Escrow Account opened with HDFC Bank in the name and style of BCC Infrastructures Pvt. Ltd. Escrow a/c' bearing account No. 01930350000124 and all the cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account".

(ii) Payment Advice

"The amount referred to in this Payment Advice shall be deposited in the Escrow Account opened up with HDFC Bank in the name style of BCC Infrastructures Pvt. Ltd. Escrow a/c' bearing account no. 01930350000124 and all the cheques/demand drafts shall be drawn in favour of the aforesaid Escrow Account."

(iii) Sale Agreement



"The Project has been mortgaged to ECL Finance Limited (ECLFL) and the sale is subject to the terms of the conditional no objection (NOC) issued by ECLFL. All the sale consideration (other than VAT & Sale Tax), by whatsoever name called, shall be deposited in the Escrow Account opened with HDFC Bank in the name and style of BCC Infrastructures Pvt. Ltd. Escrow a/c' bearing account no. 01930350000124, and all the cheques/demand drafts etc shall be drawn in favour of the aforesaid Escrow Account. This flat/unit shall remain mortgaged to ECLFL till deposit of sale consideration in full in the Escrow Account."

5. THE APARTMENT

- 5.1 The Allottee has inspected the building plans for the Project sanctioned by the Ghaziabad Development Authority and has satisfied himself with regard to the same. The complete description of the Apartment, being subject matter of this Allotment Letter, has been provided in **Schedule III** hereto.
- 5.2 Notwithstanding the fact that the proportionate undivided share of the Common Areas and Facilities has been included for the purposes of calculating the super built up area of the Apartment, it is specifically made clear to the Allottee and the Allottee has understood that the area of the Apartment to be under his exclusive possession shall be the carpet area of the Apartment delineated / demarcated in **Annexure I** hereto. The reference and inclusion of the term 'super built up area' is only for the purposes of computation of the Sale Consideration, IFMS and Other Charges and does not give any exclusive ownership or title to the Allottee in the proportionate undivided interest in the Common Areas and Facilities or Limited.



Common Areas and Facilities in the Project, except a right and interest to use the same along with other owners and occupants of the Project, as per the provisions of the Declaration, by laws of the Association and statutory provisions of the Apartment Ownership Act. The Allottee hereby agrees and confirms that such Common Areas and Facilities and Limited Common Areas and Facilities shall, for all intents and purposes, remain under the control of the Association for their operation and management.

5.3 The ownership, use and occupation of the Apartment, proportionate undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities shall always be subject to the Applicable Laws for transfer and maintenance of such areas / spaces and the Apartment including but not limited to the Apartment Ownership Act and the Allottee agrees and confirms to adhere and comply with the same at all times to come. It is an essential and basic term of this Allotment Letter and the subsequent sale / conveyance of the Apartment to the Allottee that the said Apartment and the proportionate undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities in the Project shall at all times be held by the Allottee and his successors, heirs, transferees or assignee(s), as the case may be, together as a single unit and shall not be transferred separately and independently from each other. The said condition shall run with the Apartment and be binding on all persons to whom the title / ownership of the same shall pass.

6. COMPLETION OF CONSTRUCTION

6.1 The Developers may complete the said Project in part and obtain part occupation and/or completion certificate for the tower in which the Apartment is located as the Developers may deem fit and accordingly the possession may be handed over by the Developer for each tower separately. The Allottee confirms and gives his specific consent to the same and shall not raise any objection in this regard. In such event if the Allottee is offered possession of the Apartment in any such completed part or portion of the Project (for which the occupation and/or completion certificate has been obtained) the Developers and/or its agents or contractors shall be entitled to carry on the remaining work, including further and additional construction work in the Project including at the part or portion where the Apartment is located. If any inconvenience, hardship, disturbance or nuisance is caused to the Allottee during the said works or construction, the Allottee shall neither protest, object or obstruct the execution of such work or construction nor be entitled to claim any compensation and/or damages from the Developers in this regard.

6.2 The Apartment shall be ready for occupation within 30 months from the date hereof with a grace period of 6 months ("Tentative Completion Date"). Upon the Apartment being ready for possession and occupation, the Developers shall issue the Possession Notice to the Allottee of the Apartment.

Notwithstanding the above, the Developers shall be entitled to an extension of time from the Tentative Completion



Date for issue of the Possession Notice, if the Completion of Construction of the said Apartment or the part / portion of the Project where the said Apartment is located is delayed on account of Force Majeure event.

6.3 Subject to the provisions of Paragraph C.6.2 herein above, in the event the Developers fails or neglects to issue the Possession Notice on or before the Tentative Completion Date and/ or on such date as may be extended by mutual consent of the Parties, then the Developers shall be liable to pay to the Allottee a compensation for the entire period of such delay computed at the rate of 9% per annum for the super built up area of the apartment. In the alternative, the Developers may, at their own discretion refund the total amounts already received in respect of the said Apartment. It has been agreed between the Parties that upon such repayment, the Allotment Letter shall stand cancelled and the Allottee shall not be entitled to claim any loss and/ or damages whatsoever. The said refund by the Developers to the Allottee, sent through cheque / demand draft by registered post acknowledgement due or by courier at the address of the Allottee mentioned herein shall be full and final satisfaction and settlement of all claims of the Allottee under this Allotment Letter, irrespective of whether the Allottee accepts / encashes the said cheque / demand draft or not. Thereafter, the Allottee shall cease to have any interest or claim on the said Apartment and the proportionate undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities whatsoever or howsoever and the Developers shall be entitled to sell the said Apartment along with transfer of undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities to any prospective Allottee/ third party of its choice.

6.4 Until the conveyance / sale deed and other appropriate deeds and documents in respect of all the apartments in the Project have been executed in favour of the prospective allottees and till the Developers utilizes the entire FSI in the Project, the Developers shall have sole control and full authority in respect of all matters concerning the Project and further constructions thereof including but not limited to (a) over the unsold apartments and the disposal thereof, and (b) the management and administration of the Subject Lands and Project. The Developers shall always be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit, any of the unsold apartments and to receive consideration.

7. EXECUTION OF CONVEYANCE DEED AND HANDING OVER OF POSSESSION OF THE APARTMENT

7.1 Subject to the provisions of Paragraph C.6 herein, and the Allottee performing and fulfilling its obligations as mentioned in this Allotment Letter, upon Completion of Construction of the Project, whether in whole or in part, the Developers shall issue a written notice (**"Possession Notice"**) requiring the Allottee to complete the following within a period of 21 days from the receipt of Possession Notice:

- Pay to the Developers the balance Sale Consideration, IFMS and Other Charges together with all dues, outstanding and arrears thereto (if any) and additional charges (if any) along with the interest (if any) outstanding thereon;
- Execute necessary documents, declarations, indemnities, undertakings etc. as the Developers may require;
- Execute the Conveyance Deed with the Developers in the format prescribed and execute the Deed of Apartment (whether separate or composite) and get both duly stamped and registered with the Sub Registrar of Assurances and take over possession of the Apartment from the Developers.



The date on which the period of 21 days specified in the Possession Notice shall expire shall be the "**Possession Notice Expiry Date**".

- 7.2 At the time of issue of the Possession Notice, the Allottee shall fully satisfy himself that the plumbing, electric, fixtures and fittings, locking devices, doors, windows, tiles and other items in the Apartment are as per the description and specifications stated in Schedule IV hereto, and after doing so, the Allottee shall acknowledge the same in writing to the Developers. From the Possession Notice Expiry Date or the date of execution of the Conveyance Deed, whichever is earlier, the Allottee shall not be entitled, at any time thereafter, to raise any dispute, objection or contention whatsoever in this regard. From the Possession Notice Expiry Date or the date of execution of Conveyance Deed, whichever is earlier, the said Apartment shall be at the risk of the Allottee, irrespective of whether possession of the Apartment has been handed over to the Allottee or not. The Allottee shall be responsible for any loss or damage to the Apartment arising from the deterioration, damage or decrease in value of the Apartment. Further, the Allottee shall be liable to bear and pay, from the Possession Notice Expiry Date, the proportionate charges of all outgoings / charges towards maintenance of the Project as may be levied by the Developers or Association or Maintenance Agency, as the case may be, together with all rates, taxes, cesses, assessments, betterment charges, levies etc. under the Applicable Laws.
- 7.3 The Developers shall, simultaneously with the payment of the entire Balance Money by the Allottee and execution and registration of the Conveyance Deed, handover the possession of the Apartment in the condition specified in Schedule IV. All costs, charges, expenses etc. towards the execution and registration of the Conveyance Deed and Deed of Apartment including but not limited to documentation, printing, stamp duty, registration and other miscellaneous expenditure that may be required for the same shall be borne and paid by the Allottee.
- 7.4 In the event there is any default on the part of the Allottee to comply with its obligations as stated in Paragraph C.7.1, or the Allottee fails to take over possession of the Apartment on or before the Possession Notice Expiry Date, the same shall deemed to be an Allottee's Event of Default under this Allotment Letter, and without prejudice to any other right that may be available to the Developers including cancellation of this Allotment Letter under Paragraph C. 10, the Allottee shall be liable to pay to the Developers, over and above the liability to pay the maintenance charges as mentioned in Paragraph C. 7.2, all costs and expenses which the Developers may have to incur in relation to the Apartment including holding charges at the rate of Rs. 5/- (Rupees five only) per month per square feet of the super built up area of the Apartment per month ("**Holding Charges**") for the period of such delay. During the period of said delay the Apartment shall remain locked and shall continue to be in possession of the Developers but at the sole risk, responsibility and cost of the Allottee in relation to its deterioration in the physical condition. At any time during the period of such delay the Developers may, at its sole discretion, and without prejudice to its right including but not limited to recover the costs, expenses and Holding Charges stated herein above, cancel this Allotment Letter in terms of Paragraph C. 10 herein.

8. REPRESENTATIONS, COVENANTS AND OBLIGATIONS OF THE ALLOTTEE

The Allottee agrees, confirms, and warrants to the Developers as under:

- 8.1 Upon taking over possession of the Apartment, the Allottee may, but only after obtaining all permissions, approvals etc. as may be required and at his own costs and expenses, carry out the fit-outs / interior works in the



Apartment as per its requirement and use. All such works in respect of fit-outs / interior works in the Apartment will be done as permitted by the Developers / Association / Maintenance Agency and upon payment of such charges as may be levied by the Developers / Association / Maintenance Agency. The Allottee shall ensure and undertake that all such fit-outs are done internally within the Apartment and shall not pose any nuisance to the other occupants / purchasers and also protect against fire, pollution or health hazards, noise etc. in the Project.

- 8.2 The Allottee has inspected all documents / papers as available with the Developers in relation to the Project, including but not limited to the title documents, building plans sanction and other approvals obtained from the governmental authorities. The present Allotment Letter is being issued by the Developers and accepted by the Allottee after being fully satisfied about the rights, title and interest possessed by the Developers over the same and quality of construction at the Project and after having full knowledge of the Applicable Laws by which the Developers and the Project are governed. The Allottee is completely aware of and has understood all limitations / obligations / restrictions (if any) of the Developers in respect thereof and confirm that he shall neither investigate the same further nor raise any objection whatsoever in this respect.
- 8.3 The Allottee agrees and acknowledges that at present the Project is in a development stage, and based on obtaining requisite sanctions / approvals from the Competent Authority there could be variations / changes in the internal lay out of the Project at any stage during the construction period thereby altering the location and size of the Common Areas and Facilities and Limited Common Areas and Facilities. The identification of the Common Areas and Facilities and Limited Common Areas and Facilities in the Project shall be final and conclusive only upon Completion of Construction and as prescribed under the Declaration under the Apartment Ownership Act. The Allottee hereby agrees and consents, without raising any objection in future, that any such variation / change in the internal lay out of the Project and in the Common Areas and Facilities, as per the building plans sanctioned / approved by the Competent Authority from time to time shall be binding upon him. The Developers shall be entitled to sell such areas, developments and buildings in the Project, to the extent permissible under the Applicable Laws and the relevant regulations from time to time, to third parties i.e. parties other than the owners of apartments in the Project or Association. The Allottee agrees and confirms that he shall not raise any objection / challenge to the same either on his own or through the Association.
- 8.4 The Developers shall be entitled to utilize at all times any additional floor space index that may accrue on the Project by constructing any additional upper floors or buildings / structures in the Project as the Developers may be entitled to under the Applicable Laws. The Allottee hereby expressly consents to such additional construction of upper floors and consequent variations in the Project and agrees not to object or raise any dispute or contention whatsoever in future against the same. Furthermore, the Allottee shall not be entitled to ask the Developers for any reduction in the Sale Consideration, IFMS, Other Charges or any other charges / costs to be paid by him under this Allotment Letter and/or claim compensation or damages on any account whatsoever. All such additional constructions in the Project shall be to the benefit and accretion of the Developers and the Developers shall be entitled to deal with the same as it may like without any intervention or interest or claim of the Allottee / Association.
- 8.5 The Allottee has understood and agreed to comply with the terms and conditions of sale of the Apartment as set forth in detail in this Allotment Letter and understood his rights, obligations and liabilities in respect thereto.



- 8.6 The Allottee agrees to abide by all the Applicable Laws of the Competent Authority which are applicable or will be applicable to the jurisdiction in general and in particular to the said Project including the Apartment.
- 8.7 The Allottee shall use the Apartment only for the purpose for which it has been allotted i.e. 'residential' purposes as per the provisions of this Allotment Letter, Declaration and bye laws of the Association and shall neither use the same for any purpose which is likely to cause nuisance or annoyance to the occupiers of the other apartments / flats in the Project nor for any illegal or immoral purposes.
- 8.8 From the Possession Notice Expiry Date or the date of execution of the Conveyance Deed, whichever is earlier, the Allottee shall be liable to bear all costs and expenses to keep the Apartment in a good and tenantable state and condition. The Allottee shall carry out, at his own cost and expenses, all internal repairs to the Apartment and maintain the same and not do or suffer to be done anything in or to the Apartment or in the Project which may be against the rules, regulations and bye laws of the Association or the Competent Authority. In the event the Allottee is guilty of any act or omission in contravention of this condition, the Allottee shall be responsible and liable for the breach and also for the consequential loss or damage, to the Developers and/or Association and/or the Competent Authority, as the case may be.
- 8.9 The Allottee shall neither cause any structural changes or alteration to the superstructure, floor, ceiling, walls, beams, columns, walls etc. of the Apartment nor remove / shear any walls or change the position of the doors and windows, increase the area of the Apartment by enclosing balcony or any part thereof or any change to the exterior of the Apartment, whether temporary or of a permanent nature. The Allottee is aware that the building in the Project is a wall construction, and if the Allottee demolishes, punctures, and/or in any other way alters the existing walls and / or add or in any way put up a new concrete or masonry structure / partition in the Apartment, the stability of the Project shall be endangered since the building structure is not designed to take such load. The Allottee shall also not change the colour scheme of the outer and inner walls or paintings of the exterior side of the doors and windows etc. of the Apartment and other common areas at the Project. The Allottee shall, with the prior written consent of the Developers, be at liberty to fix safety grills on the windows of the Apartment, of such design as the Developers may specify (so as to obtain uniformity of design in the Project). In the event such written consent has not been obtained by the Allottee or there is a deviation from the specifications prescribed by the Developers, the Developers shall be entitled to remove, at the cost and risk of the Allottee, all such grills which may have been fixed at the Apartment together with any decorations, alterations, additions or improvements in the Apartment made by the Allottee in contravention to the provisions of this Allotment Letter. The Allottee shall not fix or erect sun screens or weather shades, whether temporary or permanent, on the exterior of the said Apartment in any manner whatsoever. The Allottee agrees and confirms that in the event the Allottee takes any such steps as stated in this sub Paragraph the same shall be at the sole responsibility, risk and consequence of the Allottee and the Allottee shall indemnify the Developers towards all losses, damages that may be suffered or costs, charges, fines etc. that may have to be incurred by the Developers.
- 8.10 The Allottee shall not do or permit to be done any act or thing which may render void or voidable any insurance taken or to be taken in respect of the Project or any part thereof or whereby any increase in the premium becomes payable in respect of the said insurance.



8.11 In case all or any of the Allottee is a non-resident / foreign national / person of Indian origin governed by the provisions of the Foreign Exchange Management Act, 1999 and rules/ regulations framed there under or by the Reserve Bank of India in that regard, then it shall be the responsibility and obligation of such Allottee to obtain all necessary permissions, approvals, sanctions etc. as may be required from the governmental authorities and comply at all times with all provisions including but not limited to the remittances from foreign country(ies) to be made to the Developers. The Allottee shall be required to provide and deliver to the Developers all such permissions, approvals, sanctions, documents etc. as may be asked for by the Developers, along with the following details -

- (a) Beneficiary's Name
- (b) Beneficiary's Account Number
- (c) Bank Name
- (d) Branch Name
- (e) Bank Address
- (f) Swift Code

The Developers shall not be liable or responsible for any default or negligence on the part of the Allottee in this regard and the Allottee agrees to keep the Developers fully indemnified at all times for any loss, cost, harm or injury caused to it for any reason whatsoever in this regard.

8.12 The Allottee shall neither encroach upon the Common Areas and Facilities, passages, corridors or interfere with the amenities and services available for common use in the Project nor store any goods, objects, articles, belongings etc. in such areas or block the same in any manner whatsoever.

8.13 The Allottee shall not store in the Apartment or bring into the Project any goods or articles of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project or which is disallowed to by the Developers or the Association. Further, the Allottee shall not carry or cause to be carried heavy items to upper floors of the Project, which may damage or is likely to damage the staircases, lift, common passages or any other Common Areas and Facilities in the Project. If any damage is caused to the Apartment, Common Areas and Facilities, Limited Common Areas and Facilities or to the Project on account of any act, negligence or default on part of the Allottee or his employees, agents, servants, guests, or invitees, the Allottee shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss or damage caused as may be levied by the Developers or the Association or Maintenance Agency, as the case may be, whose decision in this regard shall be final and binding on the Allottee.

8.14 The Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Apartment in the Common Area and Facilities or Limited Common Area and Facilities or any other portion of the Project.

8.15 The Allottee shall not be entitled to install its personal / individual generator(s) for providing power back up to the Apartment. However, it may install UPS systems within the Apartment.



8.16 The Allottee undertakes not to sub-divide the Apartment.

8.17 The Allottee shall permit the Developers, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. at all reasonable times to enter into and upon the Apartment or any part thereof to view, inspect and examine the state and condition thereof. Provided however, that in case of emergency the Developers, Association and/or the Maintenance Agency and their representatives, surveyors, architects, agents etc. may enter into or upon the Apartment at any time during day or night.

8.18 The Project shall always be known as "**Bharat City**" and this name shall not be changed by anyone including the Allottee or his lessees / occupant(s) / transferee(s) / nominee(s) / assignee(s) / Association etc.

8.19 The Allottee agrees and confirms that the present Allotment Letter and the payment made hereunder do not create or bring into existence any lien / encumbrance over the Apartment in favour of the Allottee against the Developers other than rights and interests as contemplated under this Allotment Letter. Further, the Allottee agrees that he shall not create any encumbrance, mortgage, charge, lien etc. on the Apartment or the proportionate undivided interest in the Common Areas and Facilities and Limited Common Area and Facilities by way of sale, agreement of sale, lease, license, transfer, assignment, loan, finance agreement, other arrangement or by creation of any third party interest whatsoever till the date of execution and registration of the Conveyance Deed in his favour. However, the Allottee may, for the purpose of facilitating the payment of the Sale Consideration, IFMS, Other Charges and any other amounts payable under this Allotment Letter apply for and obtain financial assistance from banks / financial institutions after obtaining prior written permission from the Developers. The Allottee may enter into such arrangements / agreements with third parties, as may be required, which may involve creation of a future right, title, interest, mortgage, charge or lien on the Apartment only when the ownership / title in the same is conveyed / transferred in his favour by virtue of execution and registration of the Conveyance Deed. Any such arrangement / agreement shall be entered into by the Allottee at his sole cost, expense, liability, risk and consequences. In the event of obtaining any financial assistance and/or housing loan from any bank/financial institution, the Developers may issue the permission / NOC as may be required by the banks / financial institution provided however, that the Developers shall by no means assume any liability and/or responsibility for any such loan and/or financial assistance which the Allottee may obtain from such bank / financial institution. The Allottee shall, at the time of grant of permission or NOC by the Developers, furnish an undertaking / declaration to the Developers to indemnify the Developers for all costs, expenses, injuries, damages etc. which the Developers may suffer for any breach / default that may be committed by the Allottee to the third party(ies) / banks/ financial institution. In this regard, the Developers may at the request of Allottee, enter into a tripartite agreement with the Allottee's banker / financial institution to facilitate the Allottee to obtain the loan from such bank / financial institution for purchase of the said Apartment. The Allottee hereby agrees that the Developers shall be entitled to cancel this Allotment Letter at the request of the Allottee's banker / financial institution in the event of any breach of the terms and conditions under the loan agreement / tripartite agreement committed by the Allottee.

8.20 The Allottee shall not put up any name or sign board, neon sign, publicity or advertisement material within or outside the Apartment, in the Common Areas and Facilities or Limited Common Areas and Facilities or the remaining areas at the Project or on the external façade of the Project. However, the Allottee may affix name plates / name boards



only at the designated areas and of such sizes as may be previously approved in writing by the Developers or the Association, as the case may be. The Allottee agrees to obtain a prior written approval from the Developers or the Association, as the case may be, in respect of format, type, design, size, colour, material and lettering of the aforesaid sign board / name plates etc.

- 8.21 The Allottee agrees and undertakes that he shall not, after taking over the possession of the Apartment, object to the Developers constructing and / or continuing with construction at the Project and/or of other building(s) / structure(s) on the Subject Lands, as may be permitted under the Applicable Laws.
- 8.22 From the Possession Notice Expiry Date or the date of execution of the Conveyance Deed, whichever is earlier, and till the time each such apartment in the Project is not separately assessed, the Allottee agrees to pay on demand all taxes, charges, dues, demands etc. and/or any enhancement thereof whether leviable now or in future, on the Project or Subject Lands or Project, as the case may be, in proportion to the super built up area of the Apartment. Such apportionment of the taxes, charges, dues, demands or enhancement etc. thereof shall be made by the Developers or the Association, as the case may be, and the same shall be conclusive, final and binding upon the Allottee.
- 8.23 The Allottee hereby agrees and undertakes to be a member of the Association to be formed of all the apartment owners in the Project and to sign and execute the application for registration, other papers and documents necessary for the formation of and registration of such Association. The Allottee shall observe and perform all the rules, regulations of the Association that may be specified in detail under the bye laws of the Association, including but not limited to the following:
 - (i) The lobbies, entrances and stairways of the buildings in the Project shall not be obstructed or used for any purpose other than ingress to and egress from the Apartment;
 - (ii) The Allottee shall not make or permit any disturbing noises in the Project or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Allottees / occupants. The Allottee shall not use any loud speaker in the Apartment which shall disturb or annoy other Allottee / occupants in the Project;
 - (iii) The Allottee shall keep the Apartment in a good state of preservation and cleanliness and shall not throw or permit to be thrown therefrom or from the doors, windows, terraces, balconies thereof any dirt or other substances;
 - (iv) No article shall be allowed to be placed in the staircase or landings or fire refuge area nor shall anything be hung or shaken from the floor, windows, terraces or balconies or place upon the window grills of the buildings in the Project. No fences or partitions shall be placed or affixed to any terrace without the prior approval of the Developers / Association;
 - (v) No awnings, window guards, ventilators or air conditioning devices shall be used in or about the building in the Project except such as may be approved by the Developers / Association;
 - (vi) Water-closets and other water apparatus in the Project shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Allottee if found to be in default;



- (vii) No bird or animal shall be kept or harboured in the Common Areas and Facilities or Limited Common Areas and Facilities in the Project. In no event shall dogs and other pets be permitted on elevators or in any other part of the Project unless they are accompanied by someone;
- (viii) No television aerial shall be attached to or hung from the exterior of the said Apartment;
- (ix) Garbage and refuse from the said Apartment shall be deposited in such place only in the Project and at such time and in such manner as the Developers / Association / Maintenance Agency may direct;
- (x) No vehicle belonging to the Allottee or to a family member, guest, tenant, employee of the Allottee shall be parked in the open space or in such manner as to impede or prevent ready access to the entrance of the Project.

The Allottee shall adhere to the rules and regulations mentioned at (i) to (x) herein above and such further rules and regulations as may be made out by the Developers and Association from time to time. The Allottee shall also pay and contribute regularly and punctually towards all charges, costs, fees, subscription or other out-goings as may be demanded or called upon by the Association or Maintenance Agency, as the case may be.

- 8.24 The Allottee hereby agrees to comply with, from time to time, all the requirements, requisitions, provisions etc. of the Applicable Laws as may be in force and/or come into force in respect of the Project, including but not limited to the execution and registration of the Deed of Apartment as required under the provisions of Apartment Ownership Act.
- 8.25 Notwithstanding anything contained herein, the payments of installments payable as stipulated in the payment plan shall continue to be unabated irrespective of issues between the Allottee and Developers with respect to any other matter.
- 8.26 The super built up area of said Apartment provided with exclusive open terrace(s), if any, shall also include area of such terrace(s). Allottee however, shall not be permitted to cover such terrace(s) and shall use the same as open terrace only and in no other manner whatsoever.

9. FORMATION OF ASSOCIATION

- 9.1 As per the provisions of the Apartment Ownership Act, the Developers will form an association of the apartment owners (**“Association”**) in the Project for the purposes of maintenance, repair, management and administration of the Project. The Allottee, along with other apartment owners in the Project, shall join in forming the Association and registering the same with the Competent Authority, as may be required. The Allottee shall also from time to time, be required by the Developers or the Association, to sign and execute the application for membership and other papers, instruments and documents in this regard and return the same to the Developers or Association within fifteen days from the same being forwarded to the Allottee. On the formation of Association, rights of the Allottee to the Common Areas and Facilities and Limited Common Areas and Facilities in the Project shall be regulated by the bye laws and other rules and regulations of the Association.



9.2 The Allottee specifically recognizes that the Project comprises of multi storied residential buildings and he is agreeing to purchase the Apartment situated therein. The Allottee is also aware that the Project requires proper and periodic maintenance and upkeep and unless the Project including its Common Areas and Facilities and Limited Common Areas and Facilities are maintained in proper form with neat and clean environs, the full utility of the Project cannot be availed by the users / occupants. It is for these, amongst other reasons, that the Allottee has agreed to purchase the Apartment on the specific understanding that the right to use Common Areas and Facilities and Limited Common Areas and Facilities shall be subject to payment of maintenance charges by him, amongst other charges, as determined by the Developers or the Association. The Association, for the purposes of carrying out such maintenance services at the Project, may employ / hire a maintenance agency ("**Maintenance Agency**") appointed for the said purposes. If so required, the Association may itself or alternatively ask the Allottee to enter into a separate maintenance agreement with the Maintenance Agency ("**Maintenance Agreement**"), in the format provided to him, by the Association, which shall clearly specify the scope, terms and conditions for provisions of the maintenance services in the Project. The Allottee agrees to comply with provisions of the Maintenance Agreement that may be entered into by him with the Maintenance Agency and further comply with all rules, regulations, directions etc. framed by Maintenance Agency and/or under the Applicable Laws with regard to provision of maintenance services in the Project.

9.3 The Allottee hereby accepts that the provisions of such maintenance services and use and access to the Common Areas and Facilities and Limited Common Areas and Facilities in the Project shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc ("**Maintenance Charges**") to the Association or Maintenance Agency, as the case may be, and performance of all conditions, covenants, obligations and responsibilities of the Allottee under this Allotment Letter. The rates of maintenance and service charges shall be fixed by the Developers, Association or the Maintenance Agency, as the case may be, keeping the prices of commodities, services, wages, official levies, fees(s), taxes, water and electricity charges etc. prevalent at that point of time. The rates shall be subject to periodic revisions in line with the increase in the prices of commodities etc. as aforementioned. The Allottee agrees that, on and from the Possession Notice Expiry Date or the date of execution of the Conveyance Deed, whichever is earlier, the Allottee shall be liable to pay all such Maintenance Charges.

9.4 That as and when any plant, machinery, equipment etc. within the Project including but not limited to lifts, DG sets, electric substation, pumps, fire-fighting equipment, etc. requires replacement, up-gradation, addition etc. the cost thereof shall be contributed by all the owners/ occupants of residential apartments / flats at the Project on pro-rata basis (i. e. in proportion to the super built up area of the Apartment to the total super built up area of all the residential apartments / flats in the Project).

9.5 It has been specifically agreed by the Allottee that the Association may, as permitted under the Applicable Laws, grant on lease, license or franchise any space at the Common Areas and Facilities in the Project for advertisements, display hoardings, poster and signage spaces including at corridors, passages, front elevation, atrium, lobbies, balconies and other common areas, terrace, in and around the outer facade of the entire Project and receive rents, profits and other revenue generated there from; without any objection or claim by the Allottee or any other owner(s)/ occupant(s) of the Project. Further, the Association may carry out promotional / re-creational activities in the Common Areas and Facilities within the Project or outside and around the Project, however such activities do not cause any disturbance to any occupant of the Project.



9.6 The Allottee agrees and understands that certain residential apartments at the Project have attached to the same exclusive areas, balconies, terrace etc. which are intended to be sold / conveyed along with the said apartments only. The Allottee having agreed to purchase the Apartment of the description and specifications detailed in Schedule III and Schedule IV and shall not raise a demand or claim upon the Developers to provide any other areas, balconies, terrace etc. which do not form part of the description and specifications of the Apartment being subject matter of this Allotment Letter nor object or interfere with the enjoyment of such areas, balconies, terrace etc. by the respective apartment owners.

10. DEFAULT BY ALLOTTEE AND CANCELLATION OF ALLOTMENT LETTER

10.1 The occurrence, happening or existence of any of following events shall be considered as "Allottee's Event of Default" –

- (i) As stipulated in Paragraph C.4.4 herein, failure to make entire payment of any installment of the Balance Money together with interest payable on the same on or before the expiry of Grace Period – Balance Money; or
- (ii) failure to take possession of the Apartment within the time stipulated and in the manner set out in Paragraph C.7.1 herein; or
- (iii) Failure to make payment of Holding Charges as stipulated in Paragraph C.7.4 herein and such failure continues for a period of more than 90 days from the Possession Notice Expiry Date; or
- (iv) Failure to execute the Conveyance Deed and Deed of Apartment with the Developers in respect of the Apartment as stipulated in Paragraph C.7.4 herein and such failure continues for a period of more than 90 days from the Possession Notice Expiry Date; or
- (v) Failure to execute the Maintenance Agreement in terms of Paragraph C.9.2 herein and/ or to pay the Maintenance Charges, as and when called upon by the Developers or the Maintenance Agency, as the case may be; or
- (vi) Breach of any of the representations, warranties and covenants or failure to perform, comply and observe any of its obligations and responsibilities as set forth in this Allotment Letter, Maintenance Agreement, Allotment Letter, Application for Allotment; or
- (vii) Any other acts, deeds or things, which the Allottee may omit or fail to perform in terms of this Allotment Letter, which, in the opinion of the Developers, amounts to an event of default. The Allottee agrees and confirms that the decision of the Developers in this regard shall be final and binding on the Allottee.

10.2 Upon receiving/ gaining knowledge of any Allottee's Event of Default stated above, the Developers may, without prejudice to his rights to enforce specific performance of its rights, cancel this Allotment Letter from such date as may be specified in the written notice.

10.3 However, notwithstanding the aforesaid absolute rights of the Developers to cancel the Allotment Letter, the Developers may, at its sole discretion, call upon the Allottee by way of a written notice (**"Allottee's Default Notice"**) to rectify / cure the Allottee's Event of Default within the time period as may be specified therein. Upon failure of the Allottee to rectify / cure the Allottee's Event of Default within the time period stipulated in the Allottee's



Default Notice, without prejudice to any other right or remedy available to the Developers under law or as envisaged in this Allotment Letter, the Developers shall have the right to forthwith cancel this Allotment Letter without any further notice / intimation to the Allottee.

On and from the date of such cancellation ("Cancellation Date"), the Parties mutually agree that:

- (i) The Developers shall, out of the entire amounts paid by the Allottee to the Developers till the Cancellation Date, forfeit the entire Earnest Money (10% of the Sale Consideration) and any other dues payable by the Allottee including interest on delayed payments as specified in this Allotment Letter;
- (ii) After the said forfeiture, the Developers shall refund the balance amount (if any) to the Allottee or to his banker / financial institution, as the case may, be without any interest;
- (iii) On and from the Cancellation Date, the Allottee shall be left with no right, title, interest, claim, lien, authority whatsoever either in respect of the Apartment or under this Allotment Letter, and the Developers shall be released and discharged of all its liabilities and obligations under this Allotment Letter.
- (iv) On and from the Cancellation Date, the Developers shall be entitled to convey, sell, transfer and/or assign the Apartment in favour of third party(ies) or otherwise deal with it as the Developers may deem fit and appropriate, in such a manner that this Allotment Letter was never executed and without any claim of the Allottee to any sale proceeds of such conveyance, sale, transfer and/or assignment of the Apartment in favour of third party(ies).

10.4 The said refund by the Developers to the Allottee as stated in Paragraph C.10.3 (ii) herein above, sent through cheque / demand draft by registered post acknowledgement due or by courier at the address of the Allottee mentioned herein, shall be full and final satisfaction and settlement of all claims of the Allottee under this Allotment Letter, irrespective of whether the Allottee accepts / encashes the said cheque / demand draft or not.

11. INDEMNITY

- 11.1 The Allottee undertakes to indemnify and keep the Developers, other occupants and Maintenance Agency and its officers / employees fully indemnified and hold harmless from and against any actions, suits, claims, proceedings, damages, liabilities, losses, expenses or costs ("Claims") faced, suffered, inflicted or incurred by the Developers, other occupants and/or the Maintenance Agency as consequence of breach of any of the terms and condition of this Allotment Letter as also of any of its representations or warranties not being found to be true at any point of time or any other act or omission on the part of the Allottee or on the part of his/her/its/their personnel and/or representatives. It is agreed that the Allottee shall be responsible for the failure to comply with the obligations herein or for the occurrence of any Hazard within the Apartment due to the Allottee's willful misconduct and/or negligence. In such an event, the Allottee shall keep and hold the Developers fully indemnified for the quantum of loss, penalty caused or borne by the Developers, claims or demands raised on the Developers due to such willful misconduct and/or negligence on the part of the Allottee.



12. NOMINATION/ ASSIGNMENT

- 12.1 After payment of minimum 80% of the Sale Consideration by the Allottee, the Allottee may, after obtaining a prior written consent of the Developers, nominate any third person / entity in his place for execution of the Conveyance Deed in favour of such a nominee or assign / transfer his rights, title and interest in the Apartment under this Allotment Letter to any third person / entity. The Developers, at their sole discretion, may grant such consent to the Allottee, subject to payment of the monies due and payable by the Allottee under this Allotment Letter and by charging a transfer / administrative fee. The transfer will only be effective after the transferor, transferee and the Developers have all signed at the indicated space in the transfer acknowledgment and endorsement which is Schedule VI hereto. The transfer / administrative fee payable to the Developers in case of any such transfer / nomination of the Apartment shall be Rs. 100/- per square feet of the super built up area of the Apartment. Such consent/ permission shall always be subject to Applicable Laws, notifications/ governmental directions.
- 12.2 Upon the grant of consent by the Developers, any such nomination/ assignment/ transfer in favour of a third person / entity shall be notified to the Developers and the transferee(s) shall furnish requisite undertakings and indemnities, as may be required by the Developers, to abide by all the Terms & Conditions of this Allotment Letter. The Allottee / transferee shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer / assignment / nomination.

13. MORTGAGE

- 13.1 The Allottee hereby agrees and consents that he shall have no objection to the right of the Developers to create any mortgage / further mortgage / charge in respect of the Subject Lands for the purpose of securing loans already taken or those which may be taken in future for the purpose of the construction of the Project.

14. RIGHT TO TRANSFER

- 14.1 It is hereby expressly agreed by the Allottee that so long as the rights herein granted in favour of the Allottee in respect of the Apartment and proportionate undivided interest in the Common Areas and Facilities and Limited Common Areas and Facilities are not prejudicially affected; the Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of all their rights, titles and interests in the Subject Lands or Project or any part thereof to third party(ies) as may be permitted under the Applicable Laws.

15. ORIGINAL TITLE DOCUMENTS

- 15.1 The Developers, on the Completion of Construction and upon registration of sale / conveyance deed of all the apartments in the Project, shall hand over all the documents of title, licenses, approvals and other documents in original in respect of the Subject Lands to the Association, and the Association shall thereafter retain the same in trust for and on behalf of all owners of the apartments in the Project.



16. STAMP DUTY

16.1 The stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for (a) execution and registration of the Conveyance Deed and Deed of Apartment; (b) formation of the Association; and (c) any additional stamp duty and registration charges becoming payable due to change in Applicable Law or a demand being raised by a Competent Authority, shall be borne and payable by the Allottee as and when demanded by the Developers.

17. SEVERABILITY

17.1 Any provision of this Allotment Letter which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Allotment Letter or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the Residential terms and conditions of this Allotment Letter, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Allotment Letter as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Allotment Letter prior to such prohibition or unenforceability.

18. WAIVER

18.1 The failure of Developers or Allottee, being the non-defaulting party, to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Allotment Letter shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Allotment Letter or the rights and obligations of such non-defaulting party. The waiver of any term or provision hereof can only be given by a written notice issued on that particular occasion by the non-defaulting party to the party in default.

19. ALLOTMENT

19.1 This Allotment Letter contains the whole understanding between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Allotment Letter constitutes the entire understanding / agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Allotment Letter. The Allottee hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developers and/or its agents to the Allottee and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Allotment Letter or to have induced the Allottee in any manner to enter into this Allotment Letter.

20. INTERPRETATION

20.1 The terms and conditions of this Allotment Letter issued to the Allottee shall be subject and interpreted according to the Applicable Laws.



20.2 The captions/ headings in this Allotment Letter are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Allotment Letter to the intent of any provision hereof. The true interpretation of any matters/ paragraphs in this Allotment Letter shall be done by reading the various paragraphs in this Allotment Letter as a whole and not in isolation or in parts or in terms of captions provided.

21. DISPUTE RESOLUTION

21.1 All or any disputes that may arise with respect to the Terms & Conditions of this Allotment Letter, including the interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be settled through arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a Sole Arbitrator who shall be appointed by the Developers. The Allottee confirms that he shall have no objection to such appointment and shall not raise any doubt as to the independence or impartiality of the said Sole Arbitrator. The decision of the Arbitrator shall be final and binding on the parties.

21.2 The venue of Arbitration shall be at Ghaziabad and only the courts at Ghaziabad shall have the jurisdiction in all matters arising out of the Allotment Letter.

22. NOTICE

22.1 Any notice, demand or other communication to be served under this Allotment Letter may be served upon any Party only by registered speed post with acknowledgement due or through courier service at the address mentioned below, or at such other address as it may from time to time be notified in writing to the other Party.

In case of the Developers – BCC Infrastructures Pvt. Ltd. B-14, Vivek Vihar, Phase-1, Delhi-110095.

In case of the Allottee –

Kind Attention – Mr./ Ms. _____

22.2 In case of more than one Allottee all letters, receipts and or notices etc. issued by the Developers or the Association or Maintenance Agency and dispatched to the first mentioned Allottee onto the above mentioned address or any address later notified by the Allottee, shall be a sufficient proof of receipt of the same by all the Allottees and shall fully and effectively discharge the Developers or the Association or Maintenance Agency of its obligation in this regard.

22.3 In case of change of address of the Allottee, the same shall be informed to the Developers, Association and the Maintenance Agency well in advance by the Allottee.

23. PERMANENT ACCOUNT NUMBER

23.1 As required under the provisions of the Income Tax Act, 1961 –

(A) The Developers are assessed to income tax and their Permanent Account Number are AAECB0564B, AACB7023K and AAJCS8329L

(B) The Allottee is assessed to income tax and his Permanent Account Number is _____.



24. COMPLIANCE WITH APPLICABLE LAWS

24.1 At all times the Allottee shall keep himself fully informed of the Applicable Laws, in relation to the carrying out activities from the Apartment and renewal of licenses, permits, and certificates and payment of taxes where required.

25. ALLOTTEE'S UNDERTAKING

25.1 The Allottee confirms that he has fully read and understood the terms and conditions of this Allotment Letter and has agreed to abide by the same at all times. The Allottee further confirms of being fully conscious that it is not incumbent on the part of the Developers to send him reminders/ notices in respect of his obligations as set out in this Allotment Letter and he shall be fully liable for any consequences in respect of defaults committed by him in not abiding by the terms and conditions contained in this Allotment Letter. The Allottee undertakes and assures the Developers that in the event of cancellation of this Allotment Letter as set out in the terms and conditions provided in the Allotment Letter he/she/it/they shall be left with no right title interest or lien on the Apartment in any manner whatsoever.

25.2 The Allottee has seen all documents/ papers as available with the Developers in relation to the Project, including but not limited to the title documents, building plans sanction and other approvals obtained from the governmental authorities and the present Allotment Letter is being issued to him after the Allottee being fully satisfied about the rights, title and interest possessed by the Developers over the same and quality of construction at the Project and after having full knowledge of the Applicable Laws, to which the Developers and/or the Project are or be subject to in future. The Allottee are completely aware of and have understood all limitations / obligations / restrictions (if any) of the Developers in respect thereof and confirm that he shall neither investigate the same further nor raise any objections whatsoever in this respect.

25.3 The Allottee further confirm having sought detailed explanations and clarifications from the Developers and that the Developers has readily provided such explanations and clarifications and after giving careful consideration to all facts terms conditions and representations made by the Developers the Allottee herein has/have signed this Allotment Letter and has paid the money(ies) hereunder being fully conscious of his liabilities and obligations.

25.4 The Allottee agrees and understands that the Real Estate Management (Control and Regulation) Bill is under preparation and may become a statute in the near future and may be applicable to the Project and the transaction contemplated herein. If, due to the said enactment coming into force, there occurs any change to the terms and conditions of this Allotment Letter (including but not limited to the reference to 'super built up area' or 'carpet area' herein) or any such change is required to be effected, then all such changes shall be deemed to form part of this Allotment Letter or shall be incorporated this Allotment Letter by the Developers, as the case may be, and the Allottee shall have no objection to the same.

26. COUNTERPARTS

26.1 This Allotment Letter has been counter signed in two original copies of which one copy has been retained by the Developers and the other copy shall be with the first named Allottee for its reference and records.



SCHEDULE II
DESCRIPTION OF THE SUBJECT LANDS

Under the sanction/permission granted by Ghaziabad Development Authority vide map No. - 24/Zone - 8/G.H/2013-14. Dated - 26/07/2014, Map letter No. - 87/Zone - 8/14 - 15 Dated 03/01/2015, Khasra No. 09 to 26, 29 to 42, 44 to 48 & 67 to 81 Nistoli, Loni, Ghaziabad and Khasra No. 74, 87 to 90, 100, 102 to 105 & 108 to 114 Afjalpur, Loni, Ghaziabad.





SCHEDULE III
DESCRIPTION OF APARTMENT

Apartment No.	
Tower No.	
Floor	
Super built up area approximately (in square feet)	
Covered area / Carpet area approximately (in square feet)	



SCHEDULE IV

SPECIFICATIONS OF THE APARTMENT

Structure

Precast Construction Technology / Conventional Cast-in-situ Process Earthquake resistant RCC design as per Sasmic Zone IV

Living / Dining

Wall Finish - OBD paint

Flooring - Vitrified Tiles

Ceiling - OBD paint

Fittings - Flush door or skindoar finished

Bedrooms

Wall Finish - OBD paint

Flooring - Vitrified Tiles / Wooden Flooring

Ceiling - OBD paint

Fittings - Flush door or skin door finished

Kitchen

Wall Finish - 2 feet dado tiles over the counter

Flooring - Vitrified Tiles / Anti Skid Ceramic Tiles in utility area

Ceiling - OBD paint

Fittings - Granite Counter fitted with Stainless Steel Sink

Toilets

Wall Finish - Ceramic tiles in Dado up to 7' height

Flooring - Anti Skid Ceramic Tiles

Ceiling - For an easy access to repairing area

*False Ceiling of 2' x 2'

Fittings - Sanitary ware with EWC, CP fittings

External Facade Finish

Wall Finish - Texture paint

Others

- Balconies - Anti Skid Surface, External Paint
- External Door & Windows - Aluminum Powder
- Coated Windows / upvc windows
- Internal Electrification - Copper wire in PVC & Modular switches
- Conduit with MCB supported circuit with adequate number of power points, lights points and modular switches
- Power Back Up - Power Generator for Elevator, Water Pumps and General Lighting
- Staircase - Anti Skid Surface
- Provision of - One landline connection having intercom facility for consumer services
- Provision for TV points in Living / Drawing & Bedrooms



SCHEDULE V
PRICING AND PAYMENT DETAILS

S. No.	Particulars	Details	Amount
1	Basic Cost	@ Rs..... Sq. Ft.	
2	Interest free maintenance security	@ Rs..... Sq. Ft.	
3	Additional Power backup KVA	@ Rs..... KVA	
4	Other's if any		
Total (In Rs.)			
Rs. in words.			

(Exclusive of service tax, Registration, Stamp Duty, VAT, Dual meter Charges and any Additional Charges



B H A R A T C I T Y

SCHEDULE-VI

TRANSFER ACKNOWLEDGMENT AND ENDORSEMENT

Developers

Attorney

Co-allocation

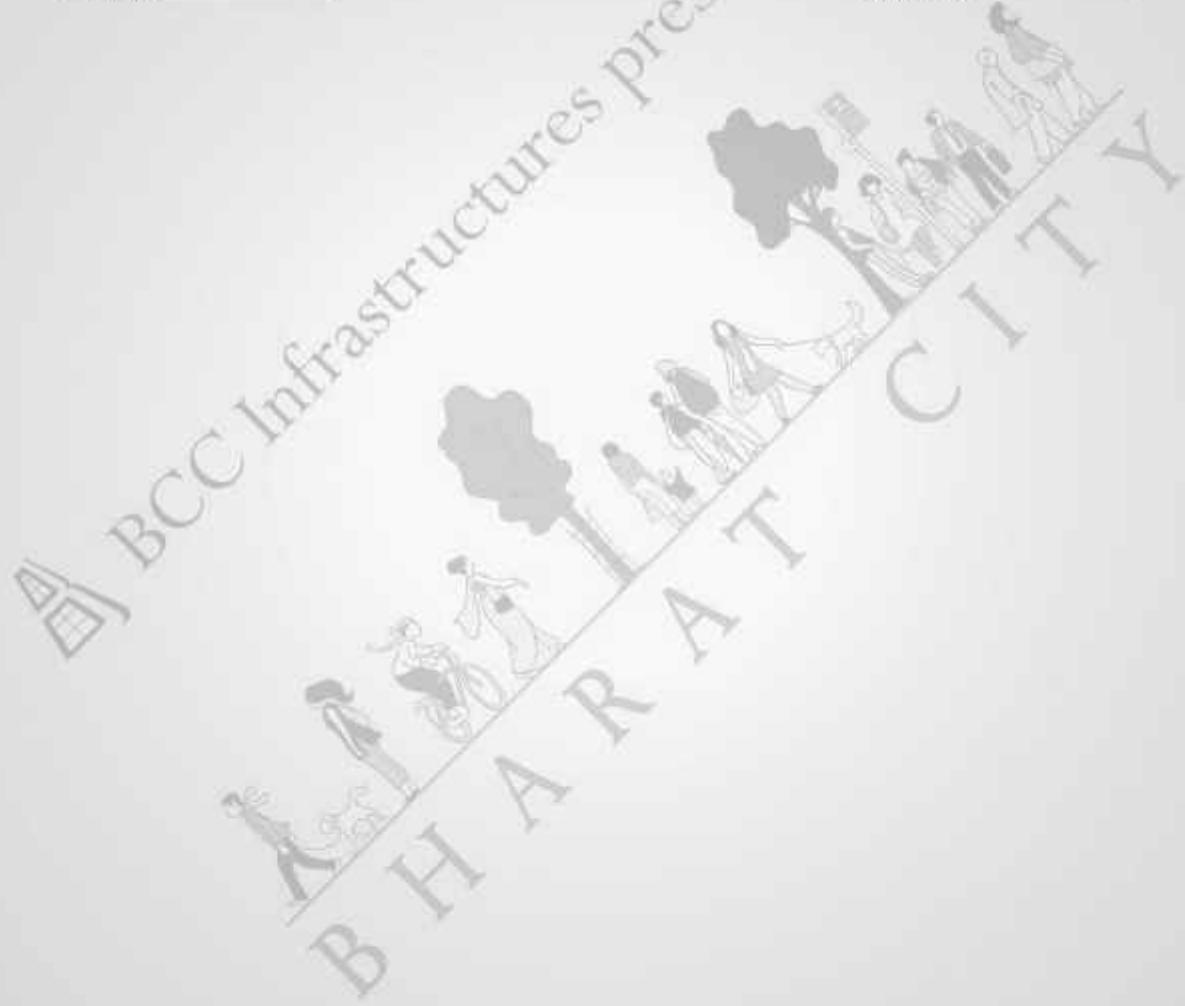


ANNEXURE I

LAYOUT PLAN OF THE APARTMENT

Unit No. _____

Tower No. _____



 BCC Infrastructures presents



Indraprastha Yojna, Ghaziabad, U.P

BCC INFRASTRUCTURES PVT. LTD.

Site Office: Bharat City, Indraprastha Yojna, Ghaziabad, U.P

Head Office: B-14, Vivek Vihar, Phase-1, Delhi-110095

Corporate Office - B-1, Surya Nagar, Ghaziabad

E-mail : sales@bccinfra.com

Website : www.bharatcity.in

Also follow us on:

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