

ALLOTMENT LETTER

A.L No.

24 May, 2018

To,

Mr. Rajeev Agarwal

A-51, Gandhi Nagar Anshik,

Moradabad-244001 Uttar Pradesh

In reference to your Booking Application Form dated 11 August, 2014 to **M/s. EVA Developers Pvt. Ltd.**, a company having its Registered Office at **T-17, Sector-7, Jasola Vihar, New Delhi-110025** and corporate office at **B-11, Sector-1, Noida, Distt. G.B. Nagar, UP** (hereinafter referred to as “**DEVELOPER**” which expression shall include its assigns and representative etc. unless the subject and context requires otherwise) an allotment of below mentioned residential unit (hereinafter referred to as “**Allotted Unit**”) is being made by **M/s. EVA Developers Pvt. Ltd.**, having its Registered Office at **T-17, Sector-7, Jasola Vihar, New Delhi-110025** and corporate office at **B-11, Sector-1, Noida, Distt. G.B.Nagar, UP** (hereinafter referred to as “**DEVELOPER**” which expression shall include its assigns and representative etc. unless the subject and context requires otherwise) in your favour (hereinafter singly/jointly,

as the case may be, referred to as the “**ALLOTTEE(s)**” which expression shall unless repugnant to the context hereof include his/her/their legal heirs and successors, representatives).

This Allotment is subject to fulfillment of terms and condition as detailed below and which shall prevail over any terms and conditions given in sales documents as well as any previous communications, advertisements, brochure, price list or any other document/s with regard to the above said allotted unit.)

(A) Detail of Unit Allotted:

Tower No./Block	Unit No.	Floor	Type	Super Area (approx. Sq. ft.)

(B) Details of Allottee(s):

1. For Individual/Joint Purchasers

(i) The First/Sole Allottee:

Son

Nationality

DOB

Address

Email ID: N/A

Telephone

Fax N/A

Mobile

PAN

(ii) Second/Joint Applicant/Allottee:-

N/A N/A

N/A of N/A

Nationality N/A DOB N/A

Address N/A N/A - N/A N/A

Email ID : N/A Telephone /Mobile No. N/A,N/A

PAN N/A

(iii) Third/Joint Applicant/Allottee:-

N/A N/A

N/A of N/A

Nationality N/A DOB N/A

Address N/A, N/A-N/A N/A

Email ID: N/A Telephone /Mobile No. N/A,N/A PAN N/A

2. For Partnership Firms:-

M/s. _____ a Partnership Firm duly registered under the Partnership Act, having its registered office at _____ through its authorized representative/partner Sh./ Smt. _____ (hereinafter referred to as the 'Allottee(s)' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the OTHER PART.

3. For Companies:-

M/s. _____ a Company registered under the Companies Act.1956, having its registered office at _____ through its duly authorized signatory Sh./Smt. _____ authorized by Board Resolution dated _____ (hereinafter referred to as the "Allottee(s)" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrators, successors in interest, nominees and permitted assigns) of the OTHER PART.

4. For HUF (Hindu Undivided Family)

M/s. _____ a Hindu Undivided Family being represented through its Karta Mr. _____ S/o. _____ R/o. _____ (hereinafter referred to as the “Allottee(s)” which expression shall unless repugnant to the context or meaning thereof, be deemed to include his legal heirs and successors, representatives) of the OTHER PART.

(C) Consideration:

(i) Cost of Unit:

S. No.	Particulars	Amount(Rs.)
(A)	Basic Cost	
(i)	Basic Price	
(ii)	Preferred Floor Charges	
(iii)	Preferential location Charges	
	Total (A)	
(B)	Other Charges	
(i)	Car Parking Open	
(ii)	Car Parking Covered	
(iii)	Club Charges	
(iv)	Power backup 3.0 KVA	
(v)	Fire Fighting Charges	
(vi)	Interest Free Maintenance Security	
(vii)	Advance Maintenance (3 Years)	
	Total (B)	
	Cost of Unit (A+B)	
(viii)	Meter Connection Charges	- - As per Actual - -
(ix)	Water Connection Charges	- - As per Actual - -
(x)	Labour Cess	- - As per Actual - -
(xi)	External Electrification Charges	- - As per Actual - -

Note:

1. Meter Connection Charges, Water Connection Charges & Labour Cess will be payable as per actuals as and when the same is demanded by the Builder. The total cost of the Unit will be increased with this amount.

2. Service Tax(s)/stamp duty for registration is not included in cost of the allotted Unit and will be payable on total cost of the allotted unit as applicable from time to time. The due installments shall always be paid by the Allottee(s) after addition of service tax(s).

(ii) Booking Amount:

Sr.No.	Receipt No	Dated	Amount
Total			

(iii) Payment plan:

At the Time of Booking	
Within 30 Days of Booking	
On Completion of Super Structure	
On Offer of Possession	
Total	

Note: The above mentioned milestones/stages for payments of installments are based on projection. In case of any delay/advancement in the above mentioned milestones/stages of payments, the same shall be informed to the main Allottee and the date mentioned in the such intimation letter and/or email shall be reckoned as due date for payment. In case of non-payment of installments by due date, the Allottee(s) shall be liable to pay interest @ 2.5% per month or any part of a month or his/her/their Unit shall be cancelled as per the provisions of the present Allotment Letter.

(D) TERMS AND CONDITIONS:

The present allotment of the above said Unit is subject to standard Terms and Conditions which are given below and which will form integral part of this Allotment Letter. The standard Terms and Conditions have been read, consented & acknowledged by the Allottee(s) and the same shall be binding on both the parties (Allottee(s) & Developer).

Place: _____

DEVELOPER

Date: _____

Allotment Accepted:-

(Main Allottee)

(Co Allottee)

STANDARD TERMS & CONDITIONS OF ALLOTMENT

Terms and Conditions of the Allotment dated _____ executed

By

M/s. EVA Developers Pvt. Ltd., having its Registered Office at T-17, Sector-7, Jasola Vihar, New Delhi-110025 and corporate office at **B-11, Sector-1, Noida, Distt. G.B. Nagar, UP** (hereinafter referred to as “**DEVELOPER**” which expression shall include its assigns and representative etc. unless the subject and context requires otherwise) of the One Part.

In Favour of

1. For Individual/Joint Purchasers

The First/Sole Allottee:

Name:

Son

Nationality

Indian

DOB

Address

Email ID : N/A

Telephone

Fax N/A

Mobile

PAN

Second/Joint Applicant/Allottee:-

N/A N/A

N/A of N/A

Nationality

N/A

DOB

N/A

Address

N/A, N/A-N/A N/A

Email ID : N/A

Telephone /Mobile No. N/A,N/A

PAN

N/A

Third/Joint Applicant/Allottee:-

N/A N/A

N/A of N/A

Nationality N/A DOB N/A

Address N/A, N/A-N/A N/A

Email ID : N/A Telephone /Mobile No. N/A,N/A

PAN N/A

(Hereinafter singly/jointly, as the case may be, referred to as the “**ALLOTTEE(s)**” which expression shall unless repugnant to the context hereof include his/her/their legal heirs and successors, representatives) of the other part.

2. For Partnership Firms

M/s. _____ a Partnership Firm duly registered under the Partnership Act, having its registered office at _____ through its authorized representative / partner Sh./ Smt. _____ (hereinafter referred to as the ‘Allottee(s)’ which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the OTHER PART.

3. For Companies

M/s. _____ a Company registered under the Companies Act.1956, having its registered office at _____ through its duly authorized signatory Sh./Smt. _____ authorized by Board Resolution dated _____ (hereinafter referred to as the “Allottee(s)” which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrators, successors in interest, nominees and permitted assigns) of the OTHER PART.

4. For HUF (Hindu Undivided Family)

M/s. _____ a Hindu Undivided Family being represented through its Karta Mr. _____ S/o. _____ R/o. _____ (hereinafter referred to as the “Allottee(s)” which expression shall unless repugnant to the context or meaning thereof, be deemed to include his legal heirs and successors, representatives) of the OTHER PART.

A. TITLE OF THE LAND :-

1. That the Developer has acquired the title of the project land from M/s. Parsvnath Developers Ltd. by way of two sale deeds both dated 26.12.2014 executed in favour of the Developer. Both the sale deeds are registered with Sub Registrar-II, Moradabad as Document No.12975, Vol. No.9502, book No.1 from pages 97 to 118 on 26.12.2014 and Document No.12976, Vol. No.9502, Book No.1 from pages 119 to 144 on 26.12.2014 respectively.
2. The Developer is developing the said plot of land by constructing thereon a Group Housing complex in the name of "Central Court" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities. Since the project is large, the development/construction of the project shall be carried out in different phases.

B. ALLOTTEE'S REPRESENTATION:-

3. That the Allottee(s) has applied for the allotment of the said unit with full knowledge and subject to all laws, notifications and rules applicable to the said project in particular and area in general which have been explained by the Developer and understood by him/her/it. The Allottee(s) acknowledges that he/she has seen the relevant documents/papers pertaining to the said project and is fully satisfied that the title of the land is clear, valid and marketable and the Developer has all rights and authority for developing and selling the said project and allot the units built therein to the Allottee(s). The Allottee(s) has also seen and understood the plans, designs, and specifications of the allotted Unit and the said Complex and is willing to purchase the said Unit.
4. That the Allottee(s) acknowledges that the Developer has provided all information/clarifications as required by him/her in terms of U.P. Apartment Act, 2010 and that he/she has not relied upon and is not influenced by any plans, brochures, advertisements, representations, warranties or estimates of any nature whatsoever relating to the said land or the said Project and has relied solely on his/her own judgments and investigations in arriving at the decisions to purchase the allotted unit willingly without any pressure, coercion, undue influence or misrepresentation of any kind whatsoever.

C. TERMS OF PAYMENTS:-

5. That the timely payment of Installments as indicated in the Payment Plan on page No. 5 of the Allotment Letter is the essence of the present allotment. If the payment is not received within the stipulated period of time or in the event of breach of any of the terms and conditions of this allotment by the Allottee(s), the present allotment will be cancelled and conditions of this allotment by the Allottee(s), the present allotment will be cancelled and balance payment will be refunded without any interest after deduction of Earnest Money (15% of the total cost of the unit). After cancellation, the Allottee(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said cancelled unit and the Developer shall thereafter be free to resale and /or deal

with the said unit in any manner whatsoever at its sole discretion. In exceptional circumstances, the Developer on request of the Allottee(s) or on its sole discretion may condone the delay in payment by charging penal interest which shall be 30% p.a. from the due date. In the event of the Developer waiving the right of forfeiture and accepting the payment on that account, that will not act as precedent and no right whatsoever, would accrue to any other defaulting Allottee(s).

6. That after cancellation/termination of the allotment, the Allottee(s), in addition to the forfeiture of the earnest money, shall also be liable to reimburse to the Developer the amount of taxes, brokerage/commission, if any, paid by the Developer towards the booking/allotment of the said Unit and the interest accrued, if any, due to delayed payment subject to release of mortgage/NOC by the bank/financial institution of the Allottee(s) if any. The adjusted refund amount shall be paid to the Allottee(s) after re-allotment of the said allotted Unit to any other intending buyer by the Developer and after receiving due payment from him.
7. For preferentially located unit, extra charges as given in the payment plan, will be paid additionally by the Allottee(s). It is also agreed between the parties that if due to any change in the building/layout plan if any allotted unit becomes preferentially located later on, then the Allottee(s) shall be liable to pay PLC as calculated and demanded by the Developer against such unit. The Allottee(s), in terms of U.P. Apartment Act, 2010, gives his/her/its consent to the Developer to make alterations in the layout, building plan, floor plan, unit plan, positioning of tower(s), use of purchasable floor area ratio, etc, including but not limiting to, to meet the requirement(s) arising out of any unforeseen circumstances.
8. That the Allottee(s) shall also be liable to pay any increases in costs of the allotted Unit which may occur due to increase in unit area during construction, and increase in Govt. rates, levies, taxes, cess etc., and/or any other charges which may be levied or imposed by the Govt./Statutory Authorities/Courts from time to time as the case may be. The Allottee(s) hereby agree/s to pay or if paid by the Developer then to reimburse to the Developer, the amount of such increase in the cost/charges and the same shall be assessable/applicable from the date of allotment of the said Unit to the Allottee(s). The said charges/costs shall be borne and paid by the Allottee(s) in proportion to the super area of the said Unit. If such charges are levied after the sale deed has been executed with retrospective effect, then, such charges shall be treated as unpaid sale price of the said Unit and the Developer shall have the first charge/lien on the said Unit for recovery of such charges from the Allottee(s).
9. That if any provision of the existing and future laws, guidelines, directions etc., of any Government/Competent/Judicial Authority made applicable to the said Unit/said project requiring the Developer to provide any additional equipment for Pollution Control Devices, Effluent Treatment plant, Water Harvesting System, fire fighting system etc. in the said Complex, then the cost of such additional devices, equipment shall be borne and paid by the Allottee(s) in proportion to the area of his/their Unit to the total area of all the Units in the said Complex, as and when demanded by the Developer.

10. That in case Allottee(s) wants to avail a loan facility from any Bank/Financial Institution/Agency to facilitate the purchase of the said allotted unit, then the following conditions shall apply in this case:
- (i) The Allottee(s) shall arrange / avail the loan facility from Bank/Financial Institution/Agency on its own and the Developer shall not be responsible or liable for the sanctioning and /or non- sanctioning of the same in any manner whatsoever.
 - (ii) In such case the Allottee(s) shall ensure that the installment as stipulated in payment plans are paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency.
 - (iii) If in such case the Installment are not paid on due dates as stipulated in payment plan above, the Developer shall act per clause (6) stated above, notwithstanding anything contrary to this contained in any other agreement executed among the Developer, the Buyer and the Bank/Financial Institution/Agency.
 - (iv) In case the Bank/Financial Institution/Agency makes the lump sum advance payment for the Cost of unit, the Developer shall not be liable to pay interest or any other charges to the Allottee(s) for receiving the payment before due dates.
 - (v) In case of non-sanctioning of loan, the Allottee(s) shall ensure to pay the installments as per the payment plan from its own sources, failing which the Allottee(s) shall be governed by the provisions of Clause (6) above
11. That the Allottee(s) hereby agree/s to make all the payments within time as per the terms of schedule of payments as mentioned above and/or as may be demanded by the Developer from the time to time from the Developer through A/c Payee Cheque(s)/Demand Draft(s) in favour of **EVA Developers Pvt. Ltd.** payable at **Moradabad**. The receipt of payment shall be issued by Developer in the name of Main Allottee(s) in case the allotted Unit is allotted to joint Allottee(s) irrespective of payment received from any person.
12. That it shall be incumbent on the Allottee(s) to comply with the terms of payment and the Allottee(s) herein has/have agreed that the Developer is under no obligation to send reminders for payments. If payment is not received by the Developer within the period as indicated in the payment plan opted by the Allottee(s) or if there is any other breach of terms of this Agreement, then, the allotment may be cancelled.

D. CONSTRUCTION AND COMPLETION OF PROJECT/ UNIT:-

13. That the Allottee(s) agree/s that the specifications shown in the brochure/advertisings/sample Flat (if constructed) etc. are indicative only and that the Developer may on its own provide any additional/better specification and/or facilities other than those mentioned in the brochure/pamphlet advertisings etc. due to technical or aesthetic reasons including non-availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Complex/ allotted Unit or for any other reasons beyond the control of the Developer. The Allottee(s), in terms of U.P. Apartment Act, 2010, gives his/her/its consent to the Developer to modify/ delete/alter/improve such specifications and/or facilities as mentioned in the sale brochure, building plan etc. due to aforementioned reasons. The proportionate increase in cost of the allotted unit due to such changes shall be borne by the Allottee(s).
14. The Allottee(s) has satisfied himself/herself/itself with the detailed drawings, approvals and sanctions received with respect to the project in terms of U.P. Apartment Act, 2010. Subject to the other terms and conditions of this allotment and payment of all cost/charges and dues as per the payment schedule, the Allottee (s) shall have the exclusive legal ownership of his/her/its allotted unit, right to exclusive use of the earmarked terrace area/basement wherever applicable, right to exclusive use of the earmarked allocated Parking Space and the right to use common area and facilities along with the other independent unit owners. It is also agreed by the Allottee(s) that any additional/better specifications for the individual unit requested by the Allottee(s), well in time, may be provided, if technically feasible, for which extra charges as demanded by the Developer will be payable by the Allottee(s).
15. The drawing/plan/design of the project and of the allotted unit, have been physically seen and checked by the Allottee(s) and the same are approved by the concerned authorities. However the drawings, plan, design, height, location, area, site plan etc. of the project/allotted Unit are tentative and can be changed by the sanctioning authorities/Developer during the course of construction for technical reasons, for overall betterment of the complex/individual unit or for any other reasons beyond the control of the Developer and the Allottee(s) in terms of U.P. Apartment Act, 2010, consents/agrees for such changes done at any stage of time. It is also agreed between the Allottee(s) and Developer and consented by the Allottee(s) in terms of U.P. Apartment Act, 2010 that in case the concerned authority allows additional floor area ratio as a policy at any time, then the Developer shall be fully entitled to use that extra floor area ratio applicable to the project and shall also be entitled to effect changes in the original drawings/design/plan of the unit/tower/projects accordingly.
16. The final area, size, location, number, boundaries etc., shall be confirmed by the Developer on completion of the project. In case of increase in the area of the said Unit, the Allottee(s) shall pay at the prevailing Developer's rate for the increased area. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded/adjusted (as the case may be) by the Developer at the rate on which the Unit was booked.

17. That the completion of the allotted unit will be done as per the projected date of the Developer subject to receiving the entire cost and other payments as per the payment schedule given in the Allotment Letter. Since it is a large project having number of buildings (towers), the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Allottee(s) shall not refuse possession of the allotted unit due to partial /deficient availability of any facility/facilities.

E. PROVISIONS FOR MAINTENANCE OF THE COMPLEX/UNIT.

18. That the Developer, upon completion of the said complex shall handover the maintenance of the project/complex to the Resident Association in terms of U.P. Apartment Act, 2010. Till such time, the Developer shall undertake the maintenance services of the project through any nominated maintenance agency. The maintenance services will include upkeep of all common areas i.e walls, partitions, drains, sewers, pathways, parks, parking areas, corridors, outer facade, maintenance of generator sets, electrical installations, lifts, escalators and overall security /watch & ward arrangements.
19. That it is understood and agreed by the Allottee(s) that the cost of maintenance services is not the part of or included in the sale price of the allotted unit. The cost of maintenance services along with all applicable taxes shall be paid by the Allottee(s) every month separately as per their respective super area of allotted unit. The rates per sq.ft for maintenance (to be called as Common Area Maintenance Charges or CAM) will be decided by the Developer/Maintenance Agency/RWA from time to time and the same shall be intimated to the Allottee(s). All fittings and fixtures inside the unit sold will be maintained by the Allottee(s).
20. That an Interest Free Maintenance Security (IFMS) for meeting future expenses incurred for replacement/major repair of installed capital goods i.e DG Set, Lifts etc used in the maintenance and upkeep of the project/complex shall be payable by the Allottee(s) to the Developer as per the schedule of payment given in the Allotment Letter. The amount to be deposited as IFMS shall also be calculated according to the super area of the allotted unit. That the Developer shall have the right to transfer the IFMS of the Allottee(s) to any maintenance agency/association of Flat owners as the Developers may deem fit, after adjusting any outstanding maintenance bills and/or other outstanding balance of the Unit Allottee(s) and thereupon the Developer shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the IFMS.
21. The maintenance and upkeep of the allotted unit shall commence from the date of its possession. The Allottee(s) shall be liable to pay monthly maintenance charges from such date as per the super area of his/her unit. In the event of default in payment of maintenance charges, the Developer/its nominated maintenance agency/RWA will be

entitled to effect disconnection of the services to defaulting Allottee(s) that may include disconnection of water/sewer, electricity/power back up and debarment from usage of any or all common facilities within the complex. The Developer/Maintenance Agency reserves the right to enhance the maintenance charges payable by the Allottee(s) keeping in view the increase in cost of the maintenance of the complex. The Developer may maintain the complex or may outsource any or all maintenance services to outside agencies and authorize them to do all acts necessary in this regard. The Allottee(s) agrees and undertakes to sign a separate "Maintenance Agreement", with the Developer or with the nominated Maintenance Agency undertaking the maintenance services of the complex before taking possession of the allotted unit. The Allottee(s) agrees to comply with the terms and conditions of the executed "Maintenance Agreement".

22. That the internal maintenance of the allotted unit including the walls and partitions, drain, pipes etc., shall be the exclusive responsibility of the Allottee(s) from the date of handing over of the possession of the allotted unit. Further, the Allottee(s) will neither himself do nor permit anything to be done which damages any part of the building, staircase, shafts, common passages, adjoining units etc. or violates the rules or bye-laws of the local authorities, Maintenance Agency or the Association of Allottee(s). The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Developer shall rectify such damages and shall recover the expenditure incurred on such rectification from the Allottee(s).
23. The cost of insuring the Complex Building structure against fire, earthquake, riots and civil commotion, militant action etc. shall be recovered from the Allottee(s) as part of total maintenance charges and the Allottee(s) hereby agree/s to pay the same. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Unit or any part of the said Complex Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.

F. PROVISIONS FOR FACILITIES INSIDE THE COMPLEX/UNIT:-

24. That the Developer shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines. However, external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to internal services are to be provided by the Development Authority/Local Authority, as the case may be.
25. That Developer shall get single point electric connection for the complex from the concerned Authority/Agency and thereafter the supply will be distributed through separate meters to the Allottee(s) through prepaid system. The Allottee(s) will get the electric connection on payment of electric meter installation charges, as decided by the Developer at the time of offer of possession. The same shall be the case with the water supply.

26. That the Developer/Maintenance Agency shall provide power back up facility to the Allottee(s) and for that purpose a separate prepaid meter shall be installed for recording the power back up consumption. The Allottee(s) shall pay power back up charges as per the reading of this meter at the rates decided by the Developer/nominated Maintenance Agency alongwith applicable taxes. The Allottee(s) shall not install any individual electric generator to get power back up. The normal electricity supply shall also be provided by the Developer/nominated Maintenance Agency through a prepaid sub-meter at the rates decided by the Developer/ nominated Maintenance Agency.
27. That the load of electricity and power back up opted by the Allottee(s) is mentioned in the Allotment Letter under column explaining the cost of the unit. However if due to any reason, the Allottee(s) wants to increase its electricity load/power back up load then the same may be increased by the nominated Maintenance Agency depending upon the availability of extra/surplus load with it. The Allottee agrees and consents to pay the rates/price for increased load as decided by the nominated Maintenance Agency for providing the same.
28. That it is mutually agreed between the parties that the Developer shall undertake maintenance work only for a limited period of time during the initial stages. It is consented by the Allottee(s) that after possession of the allotted unit, he/she alongwith other allottees shall form a Resident Welfare Association as per the provisions of the U.P. Apartment Acts, 2010 or any other relevant State Apartment Act. The Allottee (s) further undertakes that he/she shall always follow and abide by all rules, by laws and provisions of the U.P. Apartment Acts, 2010 or any other relevant State Apartment Act applicable to him and the RWA so formed.
29. That it is further mutually agreed between the parties that in case maintenance of the complex is handed over to the Association of the Allottee(s), only common services shall be transferred to the Association of Allottee(s). Spaces like unsold parking spaces, terrace, certain areas in basement etc. shall not be handed over to the association and will be exclusively owned by the Developer and these areas may be developed or sold to any agency or individual as the case may be, on any terms & conditions as the Developer may deem fit.
30. That the Allottee(s) will allow the complex maintenance teams to have full access to and through his/her unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.
31. That the Developer proposes to develop a recreational club with a pool, gym and health club and Multi-Purpose Hall in the project subject to the permissions/sanctions from the statutory bodies for the purpose of social activities. This club may be developed simultaneous to or after development of the allotted Unit. The Membership of the club is mandatory. The Allottee(s) shall be entitled to avail of the facilities/services of the club as per the Developer/Maintenance Agency rules and regulation and on payments of such charges (fixed & monthly) as may be fixed by the Developer from time to time. The Developer in its sole discretion may grant the membership of the club to anyone other than Flat Allottee(s) and Flat Allottee(s) shall have no objection to it.

G. TERMS OF LOCAL AREA DEVELOPMENT AUTHORITY:-

32. That this residential project is being developed by the Developer on the said land after complying all necessary applicable statutory formalities/regulations.
33. That the development of the project is subject to the terms and conditions of sanction of layout plan and/or licenses issued by concerned authorities, Government agency or any authorities in respect of the said Land/said Complex of the Developer and the Allottee(s) hereby accept/s and agree/s to abide by and to be bound by the same.
34. That the Allottee(s), in terms of U.P Apartment Act, 2010, has fully satisfied himself about the interest and title of the Developer in the said land on which the unit as part of project is being constructed and has understood all limitations and obligations in respect thereof and there will be no objection by the Allottee(s) in this respect in future.
35. That all taxes or charges by whatever name called, levied on land or building by any authority/Govt., shall be borne and paid by the Allottee(s). The Allottee(s) also undertakes to pay all extra financial costs/surcharges/compensation etc which may be imposed by the Govt. due to any statutory order, Court order/judicial pronouncement or local Development Authority notifications. However, so long as each unit of the said complex is not assessed separately for the taxes, all the Allottee(s) shall pay proportionate share of taxes/costs/surcharges/compensation to farmers, assessed on the whole complex. If such taxes/ costs/surcharges/compensation to farmers are increased with retrospective effect after the execution of the Sub Lease Deed/Sale Deed then these charges/costs/surcharges/compensation to farmers, shall be treated as unpaid price of the unit and the Company shall have right to recover the equivalent amount from the Allottee(s) and the Allottee(s) shall pay that demanded amount to the Company without any objection.
36. That it has been informed to the Allottee(s) and understood by him/her/them that a certain percentage of the total area of the project has been allowed to be developed and used for

H. POSSESSION OF THE ALLOTTED UNIT:-

37. That the Developer shall hand over the possession of the allotted Unit by 31-07-2018 with a grace period of 6 months thereof. In case of any delay in construction of the said Unit beyond this date plus grace period and which is not due to reason explained above, the Developer agrees to pay a delay penalty at the rate of Rs. 5/- (Rs. Five only) per sq.ft. of the super area of the Unit per month for the period of delay to the Allottee(s). The said delay penalty shall be paid/adjusted at the time of possession. It is also agreed that payment of penalty is subject that the Allottee(s) has made payment of all instalments towards the sale consideration amount of the allotted Unit in time and without making any delay to the Developer.

38. That a written intimation for possession in the form "Letter of Offer of Possession", will be sent to the Allottee(s) to take over, occupy and use the allotted Unit within 90 days from the date of possession and the Developer shall hand over the allotted Unit to the Allottee(s) for his occupation and use subject to the Allottee(s) having complied with all the terms and conditions of the allotment and has complied with all provisions, formalities, documentation etc., as may be prescribed by the Developer in this regard.
39. That upon receiving a written intimation from the Developer, the Allottee(s) shall within the time stipulated by the Developer in the notice offering possession, take over possession of allotted Unit from the Developer by executing necessary indemnities, undertaking and such other documentation as the Developer may prescribe and the Developer shall after satisfactory execution of such documents and payment by Allottee(s) of all the dues, permit the Allottee(s) to occupy and use the allotted Unit. If the Allottee(s) fails to possession of the allotted Unit as aforesaid within the time limit prescribed by the Developer in its notice, Allottee(s) shall be liable to pay to the Developer holding charges at the rate of Rs. 5/- (Rs. Five Only) per Sq. ft. of the super built - up area of the allotted Unit per month for the entire period of such delay. The Developer shall be entitled to withhold conveyance, possession of the allotted Unit till the entire holding charges with applicable overdue interest at the rates as prescribed along with the applicable maintenance charges are fully paid by the Allottee(s). It is made clear and the Allottee(s) agree/s that the holding charges as stipulated in this clause shall be a distinct charge not related to but in addition to maintenance or any other charges as provided in this Agreement.
40. That the Stamp Duty, Registration fee and other charges for execution and registration Sale Deed or any other documents with respect to the allotted Unit shall be payable by the Allottee(s) within the time specified in call notice given by the Developer to the Allottee(s). The Allottee(s) shall be fully responsible for paying any deficient Stamp Duty and other charges to the Govt. authorities.
41. That the possession of the allotted unit shall be given only after the payment of all dues by the Allottee(s).
42. That the Allottee(s) shall get exclusive possession of the built up area of his/her unit and will be transferred the title of this area along with proportionate undivided interest in the land under his/her block. The Allottee(s) shall have no exclusive right, interest or title in the remaining part of the complex such as parks, approach road etc. except the right to ingress and egress in the common area. These and the land for other common facilities shall remain the exclusive property of the Developer. The right of usage of common facilities is subject to observance by Allottee(s) covenants herein and up to date of payment of all due amount to the Developer/Maintenance Agency.

43. That for the computation purposes, the units are being allotted on the basis of super area, which means and includes built up covered area of the unit plus proportionate share falling under corridors, stairs, passages, lobbies, projections and architectural features, lift wells and rooms, mummies, common lobbies and toilets, circulation and refuge areas, balconies, if any and other common spaces within the block of complex. The built-up covered area of the unit includes the entire carpet area of the unit, internal circulation area and proportionate area under internal and external walls and balconies. The built up area shall be measured from outer edge of the wall if it is not common and from the center of the wall if it is common. The method of calculation of the super area/built up area by the Developer shall be binding upon all the Allottee(s).
44. That the details about the allotted unit and the project as given in plans are tentative and can be modified due to technical and other reasons. It may mean changes in position or direction of the unit, number of the units, its boundaries, dimensions, height or its area. The Allottee(s), in terms of U.P. Apartment Act, 2010, gives his/her consent to the Developer to modify/ delete/alter such specifications and/or facilities on aforementioned reasons.
45. That in case a particular unit is omitted due to change in the plan or the Developer is unable to hand over the same to the Allottee(s) for any reason beyond its control, the Developer shall offer alternate unit and in the event of non-acceptability by the Allottee(s) and/or non-availability of alternate unit, the Developer shall be responsible to refund only the actual amount received from the Allottee(s). The Allottee(s) hereby agrees that in such case he shall not be entitled to claim any damages or compensation of any nature whatsoever from the Developer. In case any preferentially located unit ceases to be so located, the Developer shall be liable to refund extra charges paid by the Allottee(s) for such preferential location without any damages or compensation.
46. That any delay caused by the concerned Authority in issuance of the completion certificate shall not be considered as any delay on account of the Developer. The date of applying for the completion certificate shall be presumed as the date of completion, the Developer shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only.
47. That the proposed project comprises of many Blocks. It is hereby clarified to the Allottee(s) that the completion certificate in part could also be applied for a particular Block of the project after completing its construction and obtaining the NOC's from all the concerned departments. The Allottee(s) shall take possession of his/her Unit as and when it will be offered to the Allottee(s) and the Allottee(s) shall not refuse taking the possession on account of delay in issuance of completion certificate for the complete project or due to ongoing construction in other blocks or any other reason whatsoever.
48. That the Allottee(s) after taking possession of the unit, shall have no claim against the Developer in respect of any item or work in the unit, which may be said not to have been carried out or for non-compliance of any designs, specifications, buildings material or any other reason whatsoever.

I. TERMS FOR CANCELLATION

49. That in case the Allottee(s), at any time, desires for cancellation of the provisional allotment for any reason whatsoever, then in such case an amount equal to the Earnest Money (15% of the Basic Sale consideration of the unit) shall be forfeited as cancellation charges to partially make good the loss to the Developer on account of such cancellation affecting future commitments, holding cost of unit, manpower cost, reduced cash flow, project re-schedulement, increase in cost of project etc.
50. That after cancellation/termination of the allotment, the Allottee(s), in addition to the forfeiture of the earnest money, shall also be liable to reimburse to the Developer the amount of brokerage/commission, if any, paid by the Developer towards the booking/allotment of the said Unit and the interest accrued, if any, due to delayed payment subject to release of mortgage/NOC by the bank/financial institution of the Allottee(s) if any. The adjusted refund amount shall be paid to the Allottee(s) after re-allotment of the Unit to any other intending buyer by the Developer and after receiving payment from him.
51. That the Flat Allottee(s) agrees that the conditions for forfeiture of booking amount/earnest money shall remain valid and effective till the execution and registration of conveyance deed for the allotted Unit.

J. SUBSTITUTION OF ALLOTTEE'(S) NAME:-

52. That the Allottee(s) is not entitled to get the name(s) of his nominee(s) substituted in his place. The Developer may however, in its sole discretion, permit such substitution on such terms and conditions and payments of administrative charges as it may deem fit only after payment of Rs. 50 (Rs. Fifty only) per Sq. ft. of the allotted Unit. Any change in name (including addition/ deletion) of the Allottee(s) will be deemed as substitution for this purpose and no distinction shall be made even in the case of substitution of names among family members.

K. FORCE MAJEURE:-

53. That the Developer shall not be held responsible or liable for not performing any of its obligations or undertaking if such performance is prevented, delayed or hindered by Act of God, Fire, Storm, Flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer. Further, the Developer shall not be held liable for any delay in delivery of possession of the allotted Unit if the delay is caused due to carrying out any alternate/additional work demanded by the Allottee(s) in the allotted Unit at any point of time during construction/finishing work of the Unit.

54. That if due to force majeure, or due to any legislation, order or regulation made or issued by the Govt./Authority(ies) in future or if any matter, issues relating to approvals, permissions, notices, notifications by the Govt./competent authority(ies) and/or due to any matter relating to the project or its allotment/construction becomes subject matter of any suit/writ before a competent court, then the possession of the allotted unit may get delayed and/or whole or part of the said project may be abandoned. In such situations, no other claim will be preferred except that the Allottee's money shall be refunded without interest and compensation on compliance of necessary formalities by the Allottee(s) in this regard.

L. GENERAL TERMS AND CONDITIONS:-

55. That the said residential project shall always be known as "Central Court" or such other name as may be decided by the Developer and the name of the project shall be never be changed by the Allottee(s) or anybody else.
56. The terms and conditions of the present Allotment Letter as stated and agreed by both the Developer and the Allottee(s) shall be enforceable and applicable till the time the Allottee(s) is the legal owner of the allotted Unit. The terms and conditions of the Sale Deed shall be in addition of the terms and conditions of the Allotment Letter and shall not supersede the same.
57. That it is an essential condition of this agreement that the allotted Unit shall always be used only for the purpose for which it has been allotted. Any change in the specified use, which is not in consonance with the theme of the said project or is detrimental to the public interest will be treated as a breach of the terms of the allotment entitling the Developer to cancel the allotment and to forfeit the entire amount deposited by the Allottee(s). Thereafter, the Allottee(s) shall not have any right, title or interest in the allotted Unit.
58. That 15% of the Total Price of the allotted unit shall constitute the Earnest Money, which is primarily the security for due performance of the contract and consequently shall be forfeited in case of non-fulfillment of the terms of allotment/cancellation and shall not be refunded in any case whatsoever.
59. That the address/email id given in the Application Form shall be taken as final unless any subsequent change has been intimated to the Developer through Registered/Speed Post Letter/e-mail. All demand notice, letters, etc. posted at the given address/e-mail id shall be deemed to have been received by the Allottee(s). That in case of joint allotment, all correspondence i.e demand notices, letters, etc. shall be sent only to the given address/email id of the Main Allottee and the same shall be deemed to have been served to all co- Allottee(s).
60. That the Developer shall have the right to raise finance from any bank/financial Institution/Body Corporate and for this purpose create equitable mortgage against the construction or the proposed built up area in favour of one or more financial institutions

and for such an act the Allottee(s) shall not have any objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of such charge during the construction of the complex.

61. That the price of the allotted unit is subject to escalation in the prices of construction material and labour cost and the same shall be paid by the Allottee/s to the company over and above the allotted unit price as mentioned in this Allotment Letter and earlier in price list and booking form. The period for which the escalation charges shall be calculated will be from the date of booking and upto the date of possession as given in the Allotment Letter. The escalation charges shall be calculated as per the company policy on the basis of RBI index and the same shall be paid at the time of the possession of the allotted unit.
62. That the basis of calculating the proportionate charges payable by any Allottee(s) will be in proportion to the super area of the unit to the total super area of units affected by that charge.
63. That the Allottee(s) may undertake minor internal alteration in his/her allotted unit only with the prior written approval of the Developer/Concerned Statutory Authorities/Maintenance Agency. The Allottee(s) shall not be allowed to effect any of the following changes/alterations:-
 - (i) Changes which may cause damage to the structure (column, beams, slabs, etc) of the block or the unit or to any part of adjacent units. In case damage is caused to adjacent unit/s or common area, the Allottee(s) shall get the same repaired or shall pay the amount required for repair. However if he/she fails to pay then the cost of repair shall be recovered which may include deduction from the Allottee(s) IFMS.
 - (ii) Changes that may affect/change/damage the façade or common area of the building, e.g. changes in windows, outer glass walls, tampering with external treatment, changing the paint color of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structure, hanging or painting of signboards, etc. The Allottee(s) shall not put any sign- board/name plate, neon sign/light, publicity material or advertisement material etc. on the face/façade of the complex or anywhere on the exterior of the said complex or common area.
 - (iii) That the Allottee shall not make any encroachment on the common spaces in the building/complex.
64. That the Allottee/s shall not use or allow to be used the unit for any activity that may cause nuisance to other Allottee(s) in the complex or which is in violation of rules/regulation/bye-laws of the Maintenance Agency and/or concerned Local Authorities.
65. The Allottee(s) if residing outside India shall be solely responsible to comply with all necessary formalities, as laid down in applicable Foreign Exchange Management Act, RBI

Acts or Rules and/or any other law governing remittance of the payment for obtaining requisite permission for acquisition of property. In case the permission for the acquisition of the flat is not granted to the Allottee(s) the amount received by the Developer will be refunded in full to the Allottee(s) without any interest and compensation, subject to the restrictions laid down by Reserve Bank of India/Government of India in this regard.

66. That the Allottee(s) agrees and undertakes that he/she shall, at any time before or after taking possession of the unit, have no right to object to the Developer constructing or continuing to construct other building adjoining the said allotted unit. The Allottee(s), in terms of U.P. Apartment Act, 2010, agrees and consents that in case at any stage further construction in the project becomes possible, the Developer shall have sole right to undertake construction and dispose of such constructed unit without any objection or claim from the Allottee(s).
67. That all the charges payable to various departments for obtaining service connections to the unit like electricity, telephone, water, gas, pipeline etc. including security deposit for sanction and release of such connections as well as informal charges pertaining there to will be payable by the Allottee(s).
68. That it is agreed by the Allottee(s) that the responsibility of the Developer to procure necessary clearances i.e environment, pollution etc. from various statutory authorities shall be limited for the first time only. The renewal of any such clearances after delivery of the project will be done by the Allottee(s) themselves through their Residents Welfare Associations at its cost and expenses.
69. That in case of joint allotment, the Developer shall correspond or prefer claims with Main Allottee and such correspondence with the Main Allottee shall be deemed sufficient for its record and purpose. The Allottee(s) further declares and affirms that in cases of joint allotment, failure to pay by anyone shall be treated as failure to pay by all and the joint Allottee(s) shall be treated as one single person for this purpose and all shall be liable for the consequences jointly as well as severally.
70. The Allottee(s) shall have no claim against the Developer for any Change in bye-laws, rules or regulations by the Government/concerned Authorities after the date of possession of said unit by the Allottee(s).
71. That if any misrepresentation/concealment/suppression of material facts is/are found to be made by the Allottee(s) or its representative submitting such documents, the entire money deposited by the Allottee(s) with the Developer shall be forfeited and legal action for such representation/concealment/suppression shall be initiated.
72. That all the disputes/disagreements/grievances arising out of in connection with or in relation to booking and this allotment shall tried to be mutually discussed and settled between the parties. However if the disputes could not be settled amicably then the matter shall be referred for adjudication to a sole Arbitrator appointed by the Developer. The decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held at Delhi. The Arbitration and Conciliation

Act-1996 or any statutory amendment(s)/modification(s) shall govern the arbitration proceedings thereof for the time being in force. The Courts at Delhi alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

73. All payments in respect of the Allotment money, Installments and/or any other charges shall be made by the Allottee(s) in the name of the Developer, unless otherwise specifically informed by the Developer to the Allottee(s). Developer shall not be responsible/accountable for any payment made in cash or through cheque to agent/broker/channel partner/any third person. The Developer shall also not be responsible/liable for any assurances, promises etc. given by agent/broker/channel partner/any third person regarding Allotted unit/Project, payment plan, cost of the unit, facilities in the unit etc. which is not authorized/reconfirmed by the Developer and/or is not given in the Sale Brochure, Booking Form etc.
74. That in case of payment by Cheque/DD the date of clearance of the Cheque/DD shall be taken as the date of payment. A Cheque which is dishonored for any reason whatsoever will call for an administrative charges of Rs. 500/- (Rupees five hundred only).The Allottee(s) should note that acceptance of such Payment with administrative charges is a matter of sole discretion of the Developer without prejudice to any other rights of the Developer.
75. That in case of any dispute between the Co-Allottee(s),the decision from the competent Court shall be honoured by the Developer. However, in such case the co- applicant, either collectively or severally, shall ensure that the installments are paid in accordance with the agreed payment plan, failing which, the Co-Allottee(s) shall be governed by the provisions of clause 1 above and the refundable amount, if any, according to the terms and conditions contained in this allotment letter, shall be paid to the Co- Allottee(s) in proportion to the amount received from them.
76. The Developer, shall be responsible up to 2 (two) years from the date of possession regarding construction and structural defects in the building and shall get such defects removed at its own cost. The defect liability shall be limited to the defects in the construction/structure of the building and the Developer shall get such defects removed at its own cost up to one year only. However air cracks in plaster, warpage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damages resulting from war, flood, earthquakes, accident, riots, terrorist attack, illegal activities, strike, Act of God, and any damages caused by the negligence or deliberate act of the Allottee(s) or his/her representative.
77. That in case of any irreparable and/or non rectifiable defect in the allotted unit, Allottee(s) shall be entitled to claim only the refund of amount which has been spent by him/her for rectification. No other compensation or damages shall be claimed by the Allottee(s) against any irreparable and/or non rectifiable defect in any manner. The defect liability is not applicable on bought out items most of which are covered under warranty by their manufacturers. However in the event of recurring problems with the

bought out items, the Developer shall cooperate with the Allottee/s in sorting out the problem.

78. Until a sale deed is executed and registered, the Developer shall continue to be the owner of the unit and also the construction thereon and this provisional allotment shall not give to the Allottee(s) any rights or title or interest therein and the Allottee(s) shall not create any third party charge or lien on it. The Developer shall have a first lien and charge on the unit for all its dues that may become due and payable by the Allottee(s) to the Developer.
79. The Car parking is available inside the complex/project on First cum First Serve basis. The Allottee(s) agrees that car parking shall be understood to be together with the said allotted unit as its integral part and the same shall not have independent legal entity detached from the said allotted unit. If the Allottee(s) transfers his/her unit to any third person then the allocated parking space shall also be transferred in the name of that transferee. The Allottee(s) agrees that the allocated parking space is only for right to use and shall automatically be cancelled in the event of cancellation, sale and relinquishment etc of the said allotted unit.
80. The Developer reserves its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said complex to the Resident's Welfare Associations of the complex. The R.W.A or owners/allottees/occupiers of the Units shall not have any right over the un-allotted parking spaces.
81. The Allottee(s) shall send/return the Duplicate Copy of these Terms and Conditions duly signed and witnessed along with the payment of the Allotment Money to the Developer.
82. That the Allottee(s) undertakes that he/she/they/it has gone through the Income Tax Notification dated 31st May 2013 pertaining to deduction of TDS on payment of installments to the Developer and agrees to furnish the certificate of deduction of tax at source to the Developer, as applicable, within the timeline prescribed by aforesaid notification. The Allottee(s) also agrees to furnish his/her/their/its Permanent Account Number (PAN) within 30 days from the date of execution of this Allotment letter, if not furnished earlier.
83. That, if any provision of this Allotment is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Allotment and to the extent necessary to conform to applicable law and the remaining provisions of this Allotment shall remain valid and enforceable in accordance with other terms. It shall not render this Allotment void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Allotment, the terms and conditions contained in this Allotment shall prevail and be binding on both the parties.
84. That for all intents and purposes, singular includes plural and masculine includes feminine gender.

I/We (Allottee(s)) have fully read and understood the above mentioned terms and conditions of the present Allotment Letter and agree to abide by the same without any objection/s. I/We (Allottee(s)) also declare that I/We have sought detailed explanations and clarifications and after giving careful consideration of all facts, terms, conditions, and representations made by the Developer, I/We have now signed and executed this Deed of Allotment after being fully conscious of my/our liabilities and obligations under this provisional allotment.

Developer

Allottee(s)

Witnesses (Signature with Name & Address)

- 1.
- 2.