

**ALLOTMENT LETTER CUM AGREEMENT**

Forming part of allotment dated ..... for allotment of Flat No. ....  
Measuring ..... Sq.Ft. Carpet Area.....Sq.Ft. Super Area.....Sq.Ft. Covered Area.....  
Sq.Ft. Balcony.....Sq.Ft. Garage/Parking.....Of Project "**GAYATRI LIFE**", Plot  
No. GH-01F, Sec-16, Gr. Noida (W) to:

**Applicant:**

Mr. ....

Address:-, .....

**ALLOTMENT LETTER**

Unit ID:

Unit No. :

Project: **Gayatri Life**

Date:

THIS ALLOTMENT LETTER is made at Noida on this ... **Day** of, ....., Year..... M/s. Gayatri Infra Planner Pvt. Ltd., a Company incorporated under the provisions of the Indian Companies Act, 1956 having its Corporate Office B-121, 1st Floor, Sector-2, Noida-201301, through its Director/duly Authorized Signatory Mr. .... S/o ..... hereinafter referred to as the Company which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its nominees, administrators, legal representatives, successors and assigns of the FIRST PART.

**AND**

**The particular of the applicants are given below for Company's reference or record:**

**FIRST APPLICANT**

Mr  
S/o Mr.

Present Address:-

Pradesh-

Correspondence Address:- <--Select-->

Mobile No:- N/A

TelePhone No:- -

Fax:-

Email:-

D.O.B:- Aged About:

Marital Status:-

Nationality:-

Income Tax Pan No:-

Office Address:- <--Select-->

Detail of Account No. and Bank: .....

Photo

**Payment Plan :-**

(Hereinafter referred to as the 'Allottee' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include his/her/its/their respective legal heirs, legal representatives, successors and assignees), of the SECOND PART.

**AND**

M/s Anusha Engineering consultants & Construction Private Limited, (hereinafter referred to as the 'Confirming Company').

**INTERPRETATION OF SOME OF THE INDICATIVE TERMS**

The terms & conditions given below are tentative and of indicative nature with a view to acquaint the Allottee with the terms & conditions are comprehensively set out in the Allotment Letter which, upon execution, shall supersede the terms and conditions set out in the application.

- a. Applicant: Means person/Firm/Company applying for booking of the said Apartment/Flat, whose particulars are set out in the Booking Application Form and who has appended his signature in the acknowledgement of having agreed to the terms & conditions of the booking application form. In case of more than one applicant the other will be considered as co-applicant and prior to execute the allotment letter they will be considered as Intending Allottee.
- b. Application (Booking Application): A request for booking of Apartment/Flat made by the Person/Firm/Company on a standard format namely booking application form of company.
- c. Allotment Letter: Confirmation of booking of Apartment/Flat by the Company and an agreement over a prescribed standard format of company which is duly executed by and between the company and Allottee.
- d. Allottee: Those who have executed the allotment letter over a standard format of company, thereafter, a particular Apartment/Flat has reserved for that particular Allottee and the same has agreed to abide by all the terms and conditions till the time and indenture of Conveyance/Sub-Lease Deed to be executed in favour of the allottee. In case of more than one Allottee, the other will be considered as Co-Allottee and Allottee and the Co-Allottee will have an equal share in the Apartment/Flat unless otherwise specifically provided.
- e. Apartment/Flat: The Apartment/Flat in the project which is identified by a number, that number is also identifying the floor and the block of that Apartment/Flat.
- f. **Area:**

- Area of land: Total Area of land over which the project is going to be constructed.
  - Common Area and facilities: Means all facilities to be used by all the Allottee, such as entrance lobbies, corridors, staircases, staircase shafts, munties, lobbies, lifts, lift lobbies, shafts, machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, Control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the complex, water supply, treatment plants, pump house, sewage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.
  - Independent Area: The Areas which are not included as common areas for common use of Allottee and may be sold by the company/promoter without the interference of other Apartment/Flat owner.
  - Limited Common Area and Facilities: Those which are reserved for use of certain Apartment/Flat or Apartments/Flats to the exclusion of the other Apartment/Flat.
- g. Basic Cost of Apartment/Flat: The consideration amount for sale of Apartment/Flat inclusive of other charges which are mentioned in the booking Application Form and the Allotment Letter.
- h. Company: M/s Gayatri Infra Planner Pvt. Ltd., a company registered under the provisions of Companies Act, 1956, having its Office at Plot No. GH-01F, Sec-16, Gr. Noida (W).
- i. Complex: The entire project having Apartment/Flat of different types and dimensions in various Blocks also having spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.
- j. Force Majeure Clause: Means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Allotment, which shall include but not be limited to:
- Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc.
  - Explosions or accidents, air crashes and shipwrecks, act of terrorism.
  - Strikes or lock outs, industrial dispute.
  - Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.

- o War and hostilities of war, riots, bandh, act of terrorism or civil commotion. The promulgation of or amendment in any law, rules or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/company from complying with any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/ Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/ writ before a competent court or any other Quasi Judicial Body or for any other reason whatsoever.
- k. Layout and Plans: The Architectural Drawing of project including sanction of layout / building plans and revision thereof, if any, comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular Apartment/Flat.
- l. Payment Plans: These the mode of payment towards the captioned booking of Apartment/Flat having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.
- m. Maintenance Charges: Means the charges to be paid by the Allottee/owner for the maintenance and upkeep of the said Complex/said buildings as per the maintenance agreement with the Company or to the Maintenance Agency at prescribed rates on the super built-up area of the said Apartment/Flat.
- n. Project: Means "GAYATRI LIFE", at Plot No. GH-01F, Sec-16, Gr. Noida (W).
- o. RWA: Means the Resident Welfare Association of the Apartment/Flat owner which shall be duly formed after providing 50% Possessions in the said project and the Company/Promoter shall get the association registered immediately after handing over 50% Apartment/Flat to the owner.
- p. Taxes: Shall mean present and future taxes and levies/notified by the authorities, Central/ State Governments and recoverable from Apartment/Flat owner.
- A. WHEREAS Greater Noida Industrial Development Authority executed a Lease Deed dated 28.02.2013 in favour of M/s Anusha Engineering consultants & Construction Private Limited in respect of said plot bearing No. GH-01F, area measuring 17775.09 sq. mtrs. Sector-16, Greater Noida, for the lease term of 90 years from the date of its execution. The said Lease Deed is duly registered with Sub-Registrar-Sadar, Gautam Budh Nagar, as Document No. 4446, Volume No. 12654, Book No. 01, Pages No. 353 to 408 on 01.03.13.
- B. AND WHEREAS Greater Noida Industrial Development Authority handed over the physical possession of said vacant plot to M/s Anusha Engineering consultants & Construction Private Limited, vide its letter No. PROP/BRS/2013/1142 dated 01.03.2013.

- C. And Whereas M/s Anusha Engineering consultants & Construction Private Limited and M/s Gayatri Infra Planner Pvt. Ltd., both entered into a Development Agreement for the development and construction including all rights, title and interest on said Group Housing Complex. Thus by virtue of arrangements, the Company is well empowered to allot, enter into agreement to sell/Allotment Letter in said project to the intending buyers.
- D. And whereas as per the norms of GNIDA the land will be used for residential, commercial space, open spaces, playgrounds, parking purposes etc. and the whole group housing will be developed and will be utilized for Apartment/Flat/ communities/ club/ storage / commercial space etc. Whereas as all the terms and conditions of the Sub-Lease Deed of the above said group housing plot execute in favour of the company shall also be applicable to the intending allottees.
- E. And whereas in response to the application dated ..... Of the Allottee, the Company hereby subject to the terms and conditions mentioned hereinafter allot to the Allottee residential Apartment/Flat No. .... on .....Floor, Block ..... Carpet Area....., Covered Area.....Super Area ..... Parking..... Garage ..... approx as per specifications attached herewith, in the Group Housing Project known as "GAYATRI LIFE", at Plot No. GH-01F, Sec-16, Gr. Noida (W), for the consideration and other charges etc. payable as per Payment Plan mentioned hereinafter.
- F. And whereas the Basic Sale Price of the said Apartment/Flat so fixed by the company at the time of allotment shall remain fixed and escalation free for the said allottee.
- G. And whereas the allotment is subject realization of the Earnest Money amount Cheque/Draft and Allottee's undertaking to pay the remaining price of the said Apartment/Flat as prescribed in the Mode of Payment alongwith other charges, securities etc. in terms of this Allotment Letter within the time and in the manner specified herein or in the communication to be sent by the company with regard to such a demand.
- H. And whereas the Company has disclosed to the Allottee all the relevant information, documents, layout plans, working/ sanctioned building plans and such other credentials with respect to its rights, claim and interest and its competency, facilities and basic infrastructure to be provided in the Project. The Allottee has confirmed that he/she/they has/have examined/seen the said documents, layout plans, working/sanctioned building plans etc., and are fully satisfied in all respects with regard to the rights, claim and interest of the Company in the Project and has also understood all limitations and obligations of the Company in relation thereto. The Allottee herein thus has relied solely on his/her/its/their own judgment and investigation while deciding to execute this Agreement. No other oral or written representation or statement made in any manner shall be considered to be part of this Agreement.

- I. And whereas the Allottee has confirmed to the Company that he/she/they is/are entering into this Agreement with full knowledge of all the laws, applicable rules, regulations, policies, notifications etc., applicable to the said land/housing complex as framed by Government, Greater Noida Industrial Development Authority, and has full knowledge of rights, claim and interest of the Company in the Project, which have been explained by the Company and understood by him/her/them to his/her/their entire satisfaction and as such there will be no more investigation or objection by him/her/them in respect thereof, and he/she/they has/have clearly understood the rights, duties, responsibilities, obligations under each and all of the clauses of this Agreement. The Allottee has also acknowledged and understood that stipulations, terms and conditions contained in the Lease Deed executed by the Greater Noida Industrial Development Authority shall form integral part and parcel of this allotment, and the Allottee has confirmed and assured the Company.
- J. And whereas the Company, relying on the declarations, undertakings, confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and after examination and satisfaction of all the documents, layout plans, working/sanction building plans, etc in respect of the Project, has in good faith, agreed to allot the Flat / Apartment to the Allottee on the terms and conditions appearing hereinafter.

**NOW, THEREFORE, THESE ARTICLES WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

For all intents and purposes and for the purpose of terms and conditions set out in this Allotment, singular includes plural and masculine includes feminine gender.

1. That the Company is developing and constructing residential Apartments/Flats of various sizes and dimensions in the Group Housing Residential Project after getting the building plan duly approved from the Greater Noida Industrial Development Authority, and as per the stipulations of Lease Deed and the Company is entitled to allot the said Apartment(s)/Flat(s) to the intending Allottee. The Allottee herein has desired Allotment of a Apartment/Flat in the said project namely "GAYATRI LIFE" in which the Company offered for allotment. The location of the Apartment/Flat is delineated in the layout plan.
2. That as per the building Plan/Layout plan of said "GAYATRI LIFE" it is envisaged that the Apartment/Flat on all floors shall be allotted as an independent dwelling Apartment/Flat with impartible and undivided proportionate share of leasehold/ sub-lease hold rights, in the land area underneath his block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mumty and machinery rooms, guard rooms and other common facilities, if any, for the Apartment/Flat to be used and maintained jointly by all the Allottee in the



manner hereinafter mentioned. The rights to terrace(s) are vested with the Company and the Allottee shall not be permitted to carry out any construction on the terrace(s).

3. That the Allottee has seen all the documents of title deed and other relevant papers etc. pertaining to the aforesaid group housing project and fully satisfied about the title, rights and interest of the company in respect of the aforesaid project. The drawing and plans of the project have been displayed at the site office of the project & the corporate office of the company. The show Apartment/Flat constructed at the site (if any) is not in according to the structural drawings of the building hence as it does not has the beams & columns, so the actual construction shall not be compared to that, also that the fitting fixture, finishing and other items of said show Apartment/Flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of allotment letter.

**Note:** \*The request for any change in construction/specification of any type in the Apartment/Flat will not be entertained. The said Flat/Apartment is not permitted to be changed by the Allottee arbitrarily. However the company, in its sole discretion, may entertain the request of the Allottee for the change of Apartment/Flat, subject to the availability of the Apartment/Flat in desired category.\*The Layout of the Apartment/Flat is attached herewith.

4. That the Allottee is aware and has acknowledge that the building plans are tentative and agree that the company may make such changes, modifications, alterations and additions therein, as may be deemed necessary or may be required to be done by the Company, the Govt./GNIDA or any other local authority or body having jurisdiction. As per the prevailing building bye laws of the GNIDA, the FAR (Floor Area Ratio) of the "GAYATRI LIFE" presently is 2.75 of the residential plot area, which comprises of fixed numbers of the Apartments/Flats in proportionate to the population density i.e. 1650 PPH, and thereafter the company has right to purchase 0.75 FAR of the Residential Plot Area from GNIDA and further company may use additional 5% FAR as per the norms of the Green Building by Laws. Furthermore, 10% of the total FAR is compoundable; accordingly the numbers of the Apartments/Flats and population density may be increased. Also that in the eventuality of change in FAR, the Company shall have the right to explore the terrace to achieve the enhanced FAR. That the Company can make any type of changes in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Company and by signing this Allotment and terms and conditions it shall be presumed all time consent of the Allottee for always have been stated herein.
5. That in consideration of the Allottee complying with the terms and conditions of this Allotment and making timely payments as per schedule mentioned herein, in this Allotment or its annexure(s), the Company hereby agrees to allot the above said Apartment/Flat in the said group housing complex, namely "GAYATRI LIFE". (The super area is tentative and is subject to change till the grant of Occupancy Certificate



from the Greater Noida Industrial Development Authority or other competent Authority).

6. That the "Super Area", which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the common facilities such as area under staircases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mumty and machinery rooms, guard rooms and other common facilities etc. and including all easement rights attached to the said Apartment/Flat. However, it is agreed, admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including terraces / basements / stilts etc., rights and to carry out further constructions in case of any change in the FAR, club, swimming pool, open spaces, parks, parking(s) (excepting what has been allotted by this Allotment) or tot-lots, public amenities, health club, shopping centers and other facilities and amenities will be solely owned by the Company who will have the authority to charge memberships for such facilities or / and dispose off these assets as stated above in the manner deemed fit by the Company. All dimensions shown in feet-inches are close approximation to metric dimensions.
7. That the schedules of installments as opted in the application form/mentioned in the allotment letter shall be final and binding over the Allottee.

**Note:** In case reissuance of allotment letter is required and requested by the Allottee or bank/ financial institution shall attract a fee of Rs 20,000/- as administrative charges and shall be payable by the Allottee.

8. That the Allottee and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages/hurt or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during construction or after construction by the allottee or any family member accompanying him.
9. That the allottee & co-allottee (if any) will have equal share in the Apartment/Flat and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or where a dispute arises between the allottee & Co-allottee, the booking will continue only after providing consent in writing by both the applicants and No Objection Certificate from the concerned bank. The interest over the delayed payment shall be charged, the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months thereafter the company can cancel the said booking/allotment and the Applicant/Allottee shall have no

claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancellation there will be a deduction of 10% of the cost of the Apartment/Flat. For the refund in above said cases as stated above, consent of both the allottees/applicants & Co-allottee/Co-Applicant shall be necessary otherwise the amount shall be refunded in equal share between the allottees.

10. That any alteration / modification as the company deem fit or as directed by any competent authority(ies) resulting  $\pm 3\%$  change in the super built-up area of the Apartment/Flat there will be no extra charge / claim or refund by the company as well as by the Allottee. However any major alteration / modification resulting in more than  $\pm 3\%$  in super built-up area of the Apartment/Flat, any time prior to and upon the possession of the Apartment/Flat, the company will intimate to the allottee in writing about the changes thereof and the change in the enhanced cost of Apartment/Flat, the Allottee has to pay that amount to the company. The Allottee has to give his consent or objection within 30 days from date of such notice. In case the Allottee does not give his consent and objects for such change the allotment shall be cancelled and the company will refund the entire money received from the allottee without any deduction and with 12% interest per annum. No other claim of the Allottee shall be considered in this regard.

**It shall always be clear that any alteration / modification resulting in more than  $\pm 3\%$  change in the super built up area of the Apartment/Flat, the demand or refund shall be applicable for the entire area eg. : for a  $\pm 4\%$  change the demand or refund shall be applicable for the total 4% area.**

11. That the separate letter for payment of installments on the due dates will be issued by the company, timely payment of installments as indicated in the schedule of payment is the essence of the Allotment, the payment of due installment first of all shall be adjusted towards the due interest thereafter the remaining amount shall be adjusted in the due principal amount. If any installment(s) as per the payment schedule is not paid by the due date, the Company will charge 12% interest per annum on the delayed payment for the period of delay. However, if the payment remains in arrears for more than 45 days from the due date or two consecutive demands whichever is earlier, the Allotment will automatically stand cancelled without any further intimation to the Allottee and the Allottee will cease to have any lien on the Apartment/Flat. In such a case, the amount deposited upto 10% of the Unit sale price of the Apartment/Flat will stand forfeited and the balance amount received by the Company if any will be refunded without any interest. However, in exceptional and genuine circumstances the Company may at its sole discretion, condone the delay in payment by charging a minimum interest of 12% per annum of the amount outstanding, but shall not be bound to do so. That in case the Applicant desires for cancellation of the Apartment/Flat before the allotment, then 10% of the Sale Price of the Apartment/Flat as constituting the earnest money, will stand forfeited and the balance if any, will be refunded without any interest.

12. That in case the cost/ value of apartment booked/ allotted is Rs. 50,00,000/- (Rupees Fifty Lacs only) or more; in such a case each and every payment made or to be made by such applicant/ allottee in whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such applicant/ allottee and the total amount of TDS so deducted shall be deposited by such applicant to the credit of Central Govt. as it has been mandated through an amendment in the Income Tax Act, 1961, by inserting a new Sec 194-IA & notified by CBDT vide Notification No. S.O. 1404-E dated 31st May, 2013 applicable w.e.f. 1st 1% out of the installment which is to be paid to the Builder/ Company/ seller in case the value of the property so purchased is Rs. 50,00,000/- or more; and has to deposit that TDS amount to the credit of Central Govt. The credit of the same shall be reflected in the account of the said applicant once he/ she submits the proof of payment of "TDS on purchase of property" and issue to the Builder/ Company/ seller; TDS Certificate in Form-16B. Therefore, it is mandatory for the applicant to have a valid Permanent Account Number (PAN). For further details applicant may visit "www.incometaxindia.gov.in". Applicant is further requested to mention, on the challan for payment of "TDS on purchase of property", address of the company i.e. at Plot No. GH-01F, Sec-16, Gr. Noida (W).
13. That in case the Allottee wants to avail a loan facility from his employer or financing bodies, to make payment for the allotment of the allotted Apartment/Flat, the Company shall only facilitate the process subject to the following:-The terms of the financing agency shall exclusively be binding and applicable upon the Allottee only. The responsibility of getting the loan sanctioned and disbursed, as per the Company's schedule of payment will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per payment schedule, shall be ensured by the Allottee, failing which, the Allotment shall be governed by the provision contained herein above.
14. That if there are any additional levies, taxes, service tax, sales tax, VAT, trade tax, rates, charges, compensation to the farmers, metro cess, cess and fees etc. as assessed and attributable to the Company as a consequence of government, Greater Noida Industrial Development Authority or other Local or statutory Authority(s)'s order, the Allottee shall be liable to pay his proportionate share for the same.
15. That the construction of "GAYATRI LIFE" Complex is likely to be completed as early as possible but subject to force majeure circumstances including strike of workforce, non-availability of any building materials, war or enemy action or natural calamities of any act of God, acts of terrorism, floods, earthquakes, political and civil unrest of such a nature etc. and farmers interruption or local residents of the area, and any notice, order, rule, notification of Government, Public or other Competent Authority, no claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any other reasons which is beyond the control of company.

16. That the possession of the said Apartment/Flat is likely to be delivered by the Company to the Allottee within .....months from the date of signing the Allotment Letter with a grace period of  $\hat{A}\pm$  6 months thereof. In case of delay in construction of the said Apartment/Flat beyond this date plus grace period and which is not due to reason explained in clause no. 15 above, the company agrees to pay a delay penalty @ 5/- per sq. ft. of the super area of the said Apartment/Flat per month for the period of delay to the allottee. The said delay penalty is subject that the allottee has made payments/all installments towards the sale consideration amount of the said Apartment/Flat in time and without making any delay to the company.
17. That the Allottee agrees and undertakes to take Tower wise possession of the said Apartment/Flat within the time stipulated by the Company in the notice by executing necessary indemnities, as and when offered, 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 must take the possession of Apartment/Flat as soon as it is made available for possession.
18. That the construction could be completed prior to the date given in the allotment letter in that case the allottee shall not refuse to take the possession on any ground whatsoever. The date given in the allotment letter is an assessment only and construction could be completed prior to that.
19. That a written intimation for completion of project will be sent to the Allottee and a "Fit-out-Period" of 60 days will commence from the date of offer for possession. The said "Fit-out-Period" is in order to facilitate the Allottee to communicate exact date by which he will be taking physical possession of Apartment/Flat after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Sub-Lease Deed/Transfer Deed etc. the installation of sanitary-ware, wash basin, kitchen, sink, hardware accessories, final touch of paint etc. will be done during said "Fit-out-Period" only, which will take around 30 to 40 days for an individual Apartment/Flat.
20. That the final touch of the Apartment/Flat shall be given after the registration of sub-lease deed and the consent of the allottee shall be presumed that the keys of the Apartment/Flat were given for the final touch. The allottee has to take over the keys back after completing the job of final touch and on the date which was confirmed to the allottee. In case the allottee delays in taking over the keys back after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee even if the keys of the Apartment/Flat were not been taken back.
21. That in case the allottee reaches in last of fit out period where the scope of 30 to 40 days for final touch does not remain left, then the final touch will take the above mentioned

time but the monthly maintenance charges shall commence in accordance to the date given in the letter-offer for possession.

22. That if the physical possession is not taken over at site within 60 days of offer of possession, the Allottee shall pay holding charges @ 5/-per sq. ft. alongwith maintenance charges per month for the period of delay in taking the possession. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per terms and conditions of the company shall be entitled and entertained. Further in case of bank loan the due amount will refund to the bank and balance amount will be refund to the Allottee.
23. That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The date of applying the completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.
24. That there will be defect liability period of 12 months from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defect. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the allottee in sorting out the issue.
25. That it is acknowledged and understood by the Allottee that the possession of the Apartment/Flat shall be handed over on execution of the tripartite Sub-Lease Deed which will be executed between Greater Noida Industrial Development Authority, M/s Anusha Engineering consultants & Construction Private Limited and the Allottee as per the stipulations of Lease Deed, after the receipt of all the dues and demands, documentation and on fulfillment of conditions as stipulated in this Allotment Letter and after transfer of title as permissible in law.
26. That the Sub-Lease Deed/Transfer Deed of the Apartment/Flat shall be executed in favour of the Allottee after the entire payment and dues in respect of the allotted Apartment/Flat is paid by the allottee. The registration charges including all cost of stamp papers, documentation fees, official fees and other informal charges shall be borne by the Allottee. The allottee will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act. Any stamp duty and deficiency of stamp thereon if imposed by the Govt./Competent Authority over the allotment letter, allotment of parking, parking space and agreement for maintenance, electricity and power backup etc. shall be paid and borne by the allottee.



27. That after taking possession of Apartment/Flat, the allottee shall have no claim against the company as regards to quality of work, material, pending installation, area of Apartment/Flat or any other ground whatsoever.
28. That all taxes such as House Tax, Water Tax, Sewage Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee from the date of possession or deemed date of possession declared by the company, whichever is earlier.
29. That the allottee after possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board / Water Commission/any other rules and regulation by State of U.P. or any other competent authority. That the allottee shall abide by all laws, rules and regulations of the GNIDA/Local Authority/State Govt./Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the Apartment/Flat. The Apartment/Flat shall be used for the residential purpose only.
30. That the car parking will be available inside the complex, as per the type opted by the allottee in the Application Form. The Cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces allotted to the allottee. One car parking in the Basement or Big Parking Slot in Basement is mandatory. No car/vehicle is allowed inside the complex except those who have reserved the car parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the complex to the Residents Welfare Association of the complex. The R.W.A. or owner/allottee/occupier of the Apartment/Flat shall not have any right over the un-allotted parking spaces. However one Car parking will be given by the Company. Additional car parking will be available on request on payment basis, if available.
31. That the Basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.
32. That single point electric connection will be taken for the complex from the Paschimanchal Vidyut Vitran Nigam Limited and the electricity will be distributed through separate meters to the allottee through pre-paid systems. The allottee will get the Electrica Connection for the capacity as he requires at the time of possession.
33. That if Allottee requires more than 1KVA Power back up facility, then the Allottee has to give his consent in writing at the time of offer for possession letter and has to pay additional charges for the additional Power back up facility, and no request for power back-up facility shall be entertained later on. Per Unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession. Note: any request for reducing power back-up load shall not be entertained

and no refund shall be made thereon, the said load(s) always be final as once opted in the booking application.

34. That the rate for Electricity and Power back-up consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee will be decided by the company.
35. That the savings and excepting the particular Apartment/Flat allotted, the intending Allottee shall have no claim or right of any nature or kind whatsoever in respect of unsold Apartments/Flats, open spaces, lobbies, stair cases, lifts, terraces, roofs, spaces for commercial/recreational facilities, club, parks, party hall, basements, swimming pool with changing rooms, guest house, parking spaces (excepting what has been allotted by an Allotment to intending Allottee or tot-lots, space for public amenities, shopping centers or any other space not allotted to him, which shall all remain the property of the Company for all times unless the company decides to dispose them off subject to right of the intending Allottee, as mentioned hereinafter and the Company can lease out the vacant Apartment/Flat or the complete block of the Apartment/Flat as a whole or in part to one or more person(s)/company(s) / institution(s) whatsoever for short term or long term.
36. That the Allottee hereby agrees and undertakes that prior to taking possession of the said Apartment/Flat, he shall enter into a separate Maintenance Agreement with the Company or maintenance agency appointed or nominated by the Company for the maintenance of the common areas of the complex. The Allottee undertakes to become a member of the "Apartment/Flat Owner Association" and shall continue to pay the maintenance charges as determined by the said Association or Maintenance Agency.
37. That the scope of maintenance and general upkeep of various services within the building shall broadly include operation & maintenance of lifts, operation & maintenance of generators including diesel, maintenance of fire fighting systems, garbage disposal & upkeep of common areas, water supply, sewerage system, common area lighting. The services outside the Apartment/Flat but within the complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls / fencing, horticulture, drainage system, street lighting, water supply, general watch & ward within the complex.
38. That the Company shall not pay any damages/compensation to the Allottee in case of the failure of the services which are technical in nature.
39. That the Allottee doth hereby agrees and confirms that Allottee shall not held the company responsible for any act or omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts of commission or omission in rendering the services to the Allottee. The Allottee hereby expressly discharges the company from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency.



40. That it is understood by the Allottee that the internal maintenance of the Apartment/Flat and also its insurance shall always remain the responsibility of the Allottee.
41. That subject to his right as mentioned above, the Allottee hereby covenants with the Company that from the date of the receipt of the offer of possession / possession notice of the Apartment/Flat or the date of receiving deemed possession, as provided herein before, he shall, at his own cost, keep the said Apartment/Flat, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure / safety of the premises is in no way damaged or jeopardized. He shall neither himself do not permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority.
42. That the Allottee agrees not to use the said Apartment/Flat or permit the same to be used for purpose other than for residential purpose or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Apartment/Flat in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Apartment/Flat which tend to cause damage to any flooring or ceiling of any Apartment/Flat over or below or adjacent to his Apartment/Flat or in any manner interfere with the use thereof space, passages or amenities available for common purpose.
43. That it is admitted acknowledged and so recorded by and between the parties that the Allottee shall under no circumstances will be allowed to carry out any change whatsoever in the elevations and / or outer colour scheme. This provision shall be applicable even after handing over of the physical possession and execution of title deed. In case of non compliance of this provision by the Allottee the Company without any formal notice shall be at liberty to restore the original elevations and / or outer colour scheme. This shall be done at the cost and risk of the Allottee.
44. That the Allottee agrees that he shall not fix/install the Air Conditioners/Air Coolers or equipments of like nature at any place other than the spaces earmarked/provided for the said Apartment/Flat and shall not design or install or open them in the inside passages, common areas or in the staircases. The Apartment/Flat Allottee further ensures that no water shall drip from the said Air Conditioners/Air Coolers or the like equipments in a way which may cause inconvenience to other Apartment/Flat Allottee/Occupants in the said Complex.
45. That the Allottee further agrees, undertakes and guarantees that he will not display any signboard/nameplate/neon lights signs, hanging clothes and flower pots on the external façade of the building/Tower/Complex or anywhere on the exterior of the building or the common areas. The Allottee further undertake as follows:

- i. That he will not remove any load bearing wall of the said Apartment/Flat.
  - ii. That the allottee shall not distribute/share the electrical load of said Flat/Apartment to other allottees, with the electrical system installed by the Company or its Maintenance Agency.
  - iii. The Allottee agrees and acknowledges that he shall be solely/jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.
46. That the Company shall be responsible for providing internal services within the peripheral limits of the said Complex, which inter alia include (i) Laying of roads, (ii) laying of water line, (iii) laying of sewer lines and (iv) laying of electric lines. However, it is acknowledged and understood by the Allottee (s) that, external or peripheral services, such as water, sewer, storm water drains, roads, electricity, horticulture are to be provided by the Government or Greater Noida Industrial Development Authority and/or the concerned local authority.
47. That it shall be the responsibility of intending allottee to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence demand letters/notice and letters posted at that address (if change in address is not intimated) will be deemed to have been receiving by the intending allottee and the company shall not be responsible for any default.
48. That in case of NRI Allottee the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Allottee.
49. That the Allottee agrees that until a Sub-Lease Deed is executed and registered, the company shall continue to be the owner of the Apartment/Flat and also the construction thereon and this allotment shall not give to the Allottee any right or title or interest therein even though all the payments have been received by the Company. It is further clarified that the Company is not constructing any Apartment/Flat as a contractor of the Allottee but on the other hand Company is constructing the complex as its own and the sale shall be deemed to have take place only, after the actual completion construction/finishing/ handing over of the Apartment/Flat and the execution of the Sub-Lease Deed. The Company shall have the first lien and charge on the Apartment/Flat for all its dues that may/become due and payable by the Allottee to the Company.
50. That it is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/ demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the Apartment/Flat of the said complex, however the Sub-Lease Deed in respect of the said Apartment/Flat in favour of Allottee will be executed and registered free from all encumbrances at the time of registration of the same, relating to Apartment/Flat qua Builder.

51. That the Allottee agrees that the Company shall have the first charge/lien on the said Apartment/Flat for the recovery of all its dues payable by the Allottee under this Allotment and such other payments as may be demanded by the Company from time to time. Further the Allottee agrees that in the event of his failure to pay such dues as aforesaid, the Company will be entitled to enforce the charge by selling the said Apartment/Flat to recover and receive the outstanding dues out of the sale proceeds thereof.
52. That this Allotment Letter or any interest of Allottee in this Allotment Letter shall not be assigned by the Allottee without prior written consent of the Company such consent may be given or denied by the Company at its sole discretion and shall be subject to applicable laws and notifications or any policy of Greater Noida Industrial Development Authority or any other Government directions as may be in force and further shall be subject to this Allotment Letter and the terms, conditions and charges as the Company may impose.
53. That the subject to above, in case of transfer / endorsement / assignment / change in name of provisional Allotment of Apartment/Flat, a processing fee shall be charged by the Company @ 150/- per sq. ft. on the super area and the same shall be payable by the applicant/allottee to the Company at the time of submitting application for such transfer /endorsement / assignment / change in name etc. However first transfer request will be entertained after receipt of 50% of the Unit Sale Price. Inclusion of name of spouse as co-applicant shall be free of any charges.
54. That the work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.
55. That if for any reason, whether within or outside the control of the Company, whole or part of scheme is abandoned, no claim will be preferred except that the entire received money without interest will be refunded to the Allottee by the company.
56. That all payments shall be made either by account payee cheques/demand drafts or electronic mode payable at New Delhi in favour of M/s Gayatri Infra Planner Pvt. Ltd. All payments/receipts are subject to realization of the Demand Draft/Cheques. Out station cheques are not entertained.
57. That all disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, shall be mutually discussed and settled between the parties. All disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, which cannot be amicably settled, shall be decided by a sole arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996. The venue of the arbitration shall be Noida or

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such other place as may be mutually agreed to between the parties and the award of the arbitrator(s) shall be rendered in English.

58. That the Courts at Noida, shall have jurisdiction in all matters arising out of and / or concerning this agreement.

**IN WITNESSES WHEREOF**, the first party and second party have (with the confirming party) here to set and subscribed their respective hands on the day, month and year first above written.

Witnesses

1. **For M/s. Gayatri Infra Planner Pvt. Ltd.**

2. **For M /s Anusha Engineering consultants &  
Construction Private Limited**

**Allottee & Co-Allottee**

**Company**

**Allottee**

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**Annexure-I**

**Details of consideration**

<b><u>Applicant:-</u></b>		Tower:
Address:-		Floor: ...
Uttar Pradesh-		Flat No. ....
		Carpet Area.....,
		Covered Area.....
		Super Area .....
		Parking.....
		Garage .....
		Balcony .....
		PAN No. ....
		Agreement Date: .....
		Booking Date: .....

S.No.	Charges Type	Total Amount (Rs.)
1	Basic Price	
2	Dual Meter Charges	
3	Lease Rent	
4	Reserved car Parking Space.	
5	TIFMS	
Â	<b>Total(Rs.)</b>	

(Rupees.....)

**Earnest Money**

Earnest Money Amount Rs...../- (.....).

Company

Allottee

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### Payment Plan

S.No.	Installment Name	% of Payment	Amount
1	At the of Booking	10.00	
2	Within 30 days of Booking	10.00	
3	At the time of Exacavation	10.00	
4	At the time of Foundation Raft Casting	10.00	
5	At the time of basement slab	7.50	
6	At the time of Ground floor slab	7.50	
7	At the time of first floor	7.50	
8	At the time of Third floor	7.50	
9	At the time of fifth floor	5.00	
10	At the time of 7th floor slab	5.00	
11	At the time of 10th floor slab	5.00	
12	At the time of top floor slab	5.00	
13	External Plaster	5.00	
14	At the time of Possession	5.00	
Â	Â	<b>Total:(Rs.)</b>	

Total Cost Of Flat:- **Rs.** ...../- (.....).

Company

Allottee

## **SPECIFICATIONS**

### **FLOORING**

Laminated wooden flooring in Master Bed Room

Vitrified titled in drawing/dining/bedrooms and kitchen

Combination of ceramic/antiskid titles in toilets and balcony

### **DOORS & WINDOWS**

External doors and windows made of UPV/Powder Coated Aluminum

Internal Hardwood frames with flush doors

### **KITCHEN**

Granite Top on working platform

Stainless steel sink

Ceramic tiles 2 above working platform

### **TOILET**

Ceramic titles upto 7

Standard Bath fittings

Hot and Cold water arrangements

### **INSIDE WALL FINISH**

Wall Putty with OBD

### **EXTETRNAL FAÄ†ADE**

Exterior in superior paint finish

### **ELECTRICAL**

Copper wiring in concealed PVC conduits

Sufficient light and power points

Provision for TV, Telephone points in living room and all bedrooms

### **SUPER STRUCTURE**

Earthquake resistant R.C.C. frame structure

### **Note:**

- The colour and design of the tiles can be changed without any prior notice.
- Variation in the colour and size of vitrified tiles/granite may occur.
- Variation in colour in mica may occur.
- Area in all categories of Flat/Unit may vary upto +/- without any change in cost, however, in case the variation is beyond +/-3% charges are applicable.