/w EPDw UJMz lw l

Dreamville Allotment Letter cum Agreement for Sale

For Phase IV (Tower No. T 14 & T 15)

Allotment No :- .....
Customer ID :- _____

Customer ID No.: _____ **Dated : _____**

To,

Mr._____
S/o Mr. _____
Resident of -_____-,
_____-
Mob No.:_____
PAN No.: _____

Sub: Allotment of Unit No. _____ Tower No __ Floor _____ in the Group Housing Project named as "Exotica Dreamville" at Plot No. GH-01/A, Sector-16C, Greater Noida (UP) (hereinafter referred to as the ''Unit").**

Please refer to your application dated _____ with EXOTICA HOUSING & INFRASTRUCTURE PROJECTS PVT. LTD. having its registered office at 228, Basement, Jagriti Enclave, Delhi- 110092 (herein after referred to as **"the Company/Promoter"**). We are now pleased to allot you a Unit in **"Exotica Dreamville"** at Plot No. GH-01/A, Sector-16C, Greater Noida (UP) as per details below, vide this Letter of Allotment cum Agreement for Sale (**'Allotment Letter cum Agreement for Sale'**).

This allotment is subject to the following terms & conditions detailed herein below and the same shall prevail over and supersede prior discussions or any other agreement or arrangement, whether written or oral, if any, between the parties and any variation in any of the terms hereto, except under the signature of the authorized signatory of the Company/Promoter, shall be binding on the Company/Promoter herein.

The Unit under sale in the present Allotment Letter cum Agreement for Sale is under construction on part of the Land which is being sold along with such amenities, specification and Plans existing on the site as on the date of signing of the present Allotment Letter cum Agreement for Sale with no future representations and warranties of any kind whatsoever by the Company / Promoter to the Allottee(s). The Phase 4 comprising of tower No. T 14 & T 15 on which the structure is complete and finishing work is under progress. Phase no. 1, 2 & 3 of the said Group Housing Project is already complete. The Allottee(s) is fully satisfied with all the amenities, specification and plans existing on the said Group Housing Project and the Project. The Company / Promoter has duly submitted its Application for the purposes of registration before the Real Estate Regulatory Authority and has also uploaded its webpage for public viewing on the website "_____"thereby giving details of the said Project in terms of Section 4 and 11 of the Real Estate (Regulation and Development) Act, 2016. The Allottee(s) agrees and undertakes that he has seen and understood the details as provided by the Company/Promoter on the aforesaid website.

The Company/Promoter has also displayed the sanction plans, layout plans along with the standard specifications duly approved by the competent authority in terms of Section 11 (3) of the said RERA Act on the Project site and the Allottee represents and warrants that the he has seen the same on the site and is fully satisfied with same.

Both the Company/Promoter and the Allottee(s) are herein after individually referred to as the 'Party' and collectively as the 'Parties'.

A **DETAILS OF THE APPLICANTS(S)/ ALLOTTEE(S):**

FIRST/ SOLE APPLICANT/ ALLOTTEE:
Mr. _____
S/o Mr. _____

Resident of - _____
Mob No.: _____
PAN No.: _____

SECOND / JOINT APPLICANT / ALLOTTEE:

Mr. _____

S/o _____

R/o _____

_____

Mob. No. _____

PAN No. _____

(Herein referred to as the Allottee(s) which expression shall include unless excluded by repugnant to the subject or context or meaning thereof shall their successors, assigns, executors etc.)

B DETAILS OF THE UNIT

Unit No _____ Tower/ Building/ Block No _____, Floor _____, **Phase IV**, total Area of Unit _____ Sq. mtrs. (Approx) _____Sq. ft. (Approx), Carpet Area _____Sq. Mtrs. (Approx) _____ Sq.ft. (Approx) along with Car Parking details given below.

OPEN CAR PARKING NO ._____	COVERED CAR PARKING (BASEMENT) NO ._____	DOUBLE BAY CAR PARKING (BASEMENT) NO ._____
OPEN DOUBLE BAY CAR PARKING NO ._____	COVERED CAR PARKING (STILT) NO ._____	DOUBLE BAY CAR PARKING (STILT) NO ._____

Note:

a. Double Bay car parking means a back to back parking space in a single bay for parking two cars.

b. In the event the Allottee(s) wants to opt for two car parking spaces then, only the Double Bay car parking space shall be allotted.

c. In the event the allotted car parking space is not available for any reasons whatsoever, then alternative car parking space shall be allotted by the Company/Promoter.

C **PAYMENT PLANS**

The Allottee(s) shall be required to make the payment, as per the Payment Plan opted by him / her which the Allottee(s) Once again reaffirms and declares as under:

Payment Plan-A.

The Allottee(s) shall pay the balance amount of the consideration in accordance with the payment plan annexed as Annexure-A hereto this Allotment Letter cum Agreement for Sale.

Cost Detail :

COST OF UNIT	*	
(A)Basic Sale Price (BSP)		Total BSP:- **Rs.** _____/-
Additional Parking		
(B) Other Charges (One time non-refundable):		

1	IFMS @ Rs. 20/- Per Sq. Ft.	
	Sinking Fund @ 0.25 Per Sq. Ft.	
	Total	

GRAND TOTAL (A+B) :	**Rs. _____/-**

BASIC SALE PRICE IS EXCLUSIVE OF THE FOLLOWING:

a. Registration charges including cost of stamp papers, documentation, official fees and other incidental charges.

b. Monthly usage charges of club facilities and Club Maintenance Charges.

c. IFMS (Interest Free Maintenance Security) Charges @ Rs. 20/- per sq. ft.

d. Monthly Maintenance charges @ Rs.2.25/- per sq. Ft. Per month plus GST/ tax as applicable

e. Sinking Fund @ Rs. 0.25/- paisa per sq. ft. per month of the Total Area.

(i). 10 paise charged as above stated for replacement and / or refurbishing and / or major / minor repairs of the plant and equipments of capital nature / fixed assets like pumps, motors, electrical cables, lifts etc. and / or any major parts thereof installed in the Project; and / or

(ii). 10 paise charged as above stated for paint of exterior walls of the Project; and / or

(iii). 5 paise charged as above stated for unforeseen contingency in future and / or for any and all other expenses which are not covered in the scope of Maintenance.

f. Taxes, impositions of levies or duties, GST/ Tax as applicable, imposed by the local authorities for the sale of the said Unit and any change in govt. taxation or levies shall be charged extra.

g. The electricity load shall be allocated as per the following manners;:

2 BHK 920 – 1035	**: 5 KVA**
2 BHK 1235	**: 6 KVA**
3 BHK 1340	**: 7 KVA**
3 BHK 1705	**: 8 KVA**

h. Power Back-up up to 1 KVA shall be free of charge and additional power back up shall be charged @ Rs. 25,000/- per KVA payable at the time of possession. GST / tax as applicable shall be charge extra.

Note:

Electrical installation/ transformers/ Gen. Sets/ E.S.S. equipment's and cabling shall be designed with 60 % diversity factor therefore for 10000 KVA load only 6000 KVA capacity shall be provided. However, the liability of the Company/Promoter to provide the load as per the maximum Average Demand of the Project per month therefore for 10000 KVA load only 6000 KVA capacity shall be installed.

Per unit charges of the power back-up (i.e. running of DG Set) which will be decided at the time of offer of possession depending upon prevailing prices of fuel. In addition to the unit charges, Per KVA fixed monthly maintenance charges shall be applicable for major and minor break downs of the DG Sets.

Maximum limit of power back-up shall be 7 KVA in all types / category of Units

i. Fiber to the Home (FTTH) / (FTTF) connection charges shall payable separately and the same shall be decided at the time of possession as per actual.

j. The Allottee(s)shall be charged a sum of Rs. 500/-, in the event any cheque, issued by the Allottee(s), towards payment of any amount against the Unit, is returned unpaid by its bank for any reason whatsoever in addition to the delay payment charges.

k. Further the above cost of the Unit does not include any possession related charges, if any.

That the Allottee agrees and understands that the Unit under sale is being sold by declaring the carpet area and the Company/Promoter has charged the lumpsum amount against that said Unit on carpet area basis. However, the Project and the services attached with the same were conceptualised many years ago and now many Units forming part of Phase 1, 2 and 3 have already been handed over to the residents with the attached Services wherein the cost of the services has already been calculated and charges on Total Area basis therefore the same cannot be charged differently from the new Allottee(s) including the Allottee(s) herein. The Allottee(s) agrees and understands and as such gives his no objection to the same being charged accordingly.

D **DEFINITIONS & INTERPRETATIONS**

APPLICANT
Means persons (s), who had applied for allotment of the said Unit, whose particulars were set out in the Application Form and who had appended his/her/ their signature in acknowledgement of having agreed to the terms & conditions of the Application Form.

APPLICATION FORM
Means whole of the Application Form including payment plan, specifications chart, annexure, schedules, terms and conditions for allotment of the said Unit in the Project;

ALLOTMENT LETTER CUM AGREEMENT FOR SALE
Means an agreement confirming the booking of the Unit by the Company/Promoter containing the terms and conditions duly executed between the Company/Promoter and Allottee(s).

ALLOTTEE(S)
means the person to whom a Unit / Apartment has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such Unit / Apartment is given on rent;

APARTMENT

Apartment shall mean separate and self-contained residential immovable property / dwelling unit having such Total Area and carpet area as detailed herein below as per the Plan attached.

APPELLATE TRIBUNAL

Means the Real Estate Appellate Tribunal established under section 43;

APARTMENT ACT
The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 and 2016 and the rules framed thereunder.

AREA

a. **Area of land: -** Total Area of land over which the Project is under construction.

b. **Total Area: -** Means the covered area of the said Unit including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lofts etc. and half the area of common walls with other premises / Units which form integral part of said Unit and common areas, which shall mean all such parts / areas in the said project which the Allottee(s) shall use by sharing with other occupants of the said project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and services ledges on all floors, common corridors and passages, staircases, staircase shaft, mumties, services area including but not limited to the machine rooms, security/fire control rooms, maintenance offices/stores etc., if provided.

c. **Carpet Area:-** “carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment

d. **Common Area mean:-**

(i) The entire land for the Group Housing Project or where the said Project is developed under this Act;
(ii) The stair cases, lifts, staircase and lift lobbies, Fire escapes, and common entrances and exits of buildings;
(iii) The common basements, terraces, parks, play areas, open parking areas and common storage spaces;
(iv) The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
(v) Installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
(vi) The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
(vii) All community and commercial facilities as provided in the real estate project;

Explanation: - community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.

(viii) All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use;

e. **Independent Area: -** Means the Areas which have been declared but not included as common areas for joint use of Units and may be sold by the Company/Promoter without the interference of other Unit owners.

f. **Limited Common Area and Facilities:-** Means those areas and facilities which are designated in writing by the promoter before or at the time of Allotment, sub-lease or other transfer of any Unit as reserved for use of a particular or certain Unit or Units to the exclusion of the other Units.

AUTHORITY

Means the Real Estate Regulatory Authority established under sub-section (I) of section 20 of the RERA Act, 2016;

COST OF UNIT

Means consideration amount charges as mentioned in Clause **D** "Cost of Unit" of this Allotment Letter cum Agreement for Sale on carpet area basis.

COMPANY/PROMOTER

Means "**EXOTICA HOUSING & INFRASTRUCTURE PROJECTS PRIVATE LIMITED**" a Company/Promoter incorporated / registered under The Companies Act 1956, having its registered office at 228, Basement, Jagriti Enclave, Delhi- 110092 having CIN NO. U70101DL2010PTC204179.

CREDAI

Means Confederation of Real Estate Developers Associations of India, an independent association having its own office bearers and a code of conduct, which resolves the issues arising between the Unit / Apartment buyers and developers. It also has a cross check over the developers according to its code of conduct.

COMPETENT AUTHORITY

Means the local authority or any authority created or established under any law for the time being in force by the appropriate Government which exercises authority over land under its jurisdiction, and has power to give permission for development of such immovable property;

COMPLETION CERTIFICATE

Means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;

EARNEST MONEY
Means 10 % of the Cost of the Unit.

FORCE MAJEURE CLAUSE

Means a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.

LAYOUT AND PLANS

Means the Architectural Drawings of project comprising of whole planning of constructions, open areas and

drawings of particular block, floor and a particular Unit.

PAYMENT PLANS

Means the mode of payment towards the captioned booking of Unit having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

GROUP HOUSING PROJECT

The group housing project proposed to be developed by the Company/Promoter at Plot No. GH-01/A, Sector-16C, Greater Noida (UP) under the name and style of **"Exotica Dreamville"**.

PROJECT

Means Phase 4 of the Group Housing Project comprising of Tower No. T14 and T 15

MAINTENANCE CHARGES

Means the charges to be paid by the Allottee(s) for the maintenance and upkeep of the Said Project as stipulated / decided by the Company/Promoter and / or the Maintenance Agency on the Total Area of the Said Unit, payable on monthly basis from time to time.

R.W.A./ A.O.A.O.

Means the Resident Welfare Association / Association of Apartment owners, an Association of the Unit owners formed as per The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any amendment there to. The membership of the said Resident Welfare Association / Association of Apartment owners is mandatory as per the applicable laws. The Apartment owner shall fill the form of deed of apartment and to pay the membership fee as prescribed in the UP Apartment Act, 2010.

TAXES

Mean any and all prevailing taxes payable by the Company/Promoter or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess / fund, GST/ tax, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development / construction of the Said Unit / Said Project.

LAND DETAILS

The Group Housing Project is under construction on the lease hold plot admeasuring 40657.50 Sq. Mtr. allotted by the GREATER NOIDA Authority vide registered Lease Deed dated 08.09.2010 and the Allottee(s) agreed to remain bound by all the terms & conditions contained in the said Lease Deed executed between the Greater Noida Authority and the Company/Promoter after having read and understood the same. The Lease Deed is registered with the Sub Register-I, Noida as Registered Document No. 20989, Book No. [1 Zild No. 7339 on Pages No. 101 to 186] dated 08.09.2010.

That as per the terms and conditions of the main lease deed by Greater Noida Authority in favour of the Company/Promoter, the allotment of the Unit shall be subject to the execution of Sub-Lease Deed between Greater Noida Authority, Company/Promoter and the Allottee(s), in respect of the land but super structure shall be on outright sale basis. The document/title of transfer deed shall be made and registered accordingly.

The lease deed executed by GNIDA in favour of the Company/Promoter is for a period of 90 years from the date of its execution, accordingly the Sub-Lease Deed to be executed in favour of the Allottee(s), expiring correspondingly with the expiry date of the Lease Deed in favour of the Company/Promoter by the Greater Noida Authority.

The Sub-Lease Deed/Conveyance deed shall be executed, only after the Allottee(s) has made full & final payments, including all other additional charges which are due and payable to the Company/Promoter. Till the execution of the Sub-Lease Deed / Conveyance Deed and handing over the possession of the Unit, the ownership of the Unit shall remain vested with the Company/Promoter.

That all terms and conditions of Allotment between the Company/Promoter and Greater Noida Industrial Development Authority (GNIDA) will be mutatis mutandis applicable to the Allottee(s).

1. **TIME IS ESSENCE:**

That it is understood by the Parties herein that the timely payment of each instalment and other allied charges shall be the ESSENCE of this Allotment Letter cum Agreement for Sale. It shall be incumbent on the Allottee(s) to comply with the terms of payment and /or other terms and conditions of Allotment Letter cum Agreement for Sale as stipulated herein.

2. **PAYMENTS AND FAILURE/DELAY IN PAYMENT:**

    1. The Allottee(s) hereby agrees that 10% of the Cost of the Unit shall constitute earnest money (**'Earnest Money'**).

    2. Timely payment as indicated in the Payment Plan is the ESSENCE of this Allotment Letter cum Agreement for Sale. It will be obligatory on the part of the Allottee(s) to make the payment on or before the due dates. If any instalments as per Payment Plan is not paid within due date, the Company/Promoter shall be entitled to charge @12% late payment charges per annum on the delayed payment from the due date. Further, if the payment remains in arrears for more than 90 (Ninety) days or if inability is expressed by the Allottee(s) to perform his / her part of this contract, the allotment shall automatically stand cancelled without any prior intimation / notice to the Allottee(s) and the Allottee(s) will cease to have any lien on the Unit. Out of the amount deposited by the Allottee(s) the Earnest Money will stand forfeited and after deduction of over dues interest, the amounts received from housing finance institutions / companies / banks against the said allotment and any other charges, the balance amount, if any shall be refunded without interest only after the said Unit is sold to any another customer and the respective amounts having been received from the subsequent sale. It is agreed and understood by the Allottee(s) that No Objection Certificate from the Broker and from the Finance institutions / companies / bank, if, availed a Bank loan is also required before the refund and the Company/Promoter will have the right to seek specific performance of this contract.

    3. If inability is expressed by the Allottee(s) to perform his / her part of this contract or the Allottee(s) cancel the unit at its own then the Company/Promoter may without prejudice to its rights and in its sole discretion, waives its right to terminate the Allotment Letter cum Agreement for Sale and enforce all the payments including late payment charges and seek specific performance of this Allotment Letter cum Agreement for Sale.

    4. The parties agree that the possession of the Unit will be handed over to the Allottee(s) only upon the payment of all outstanding dues, penalties etc. along with late payment charges by the

Allottee(s) to the satisfaction of the Company/Promoter.

5. It is further agreed that any payments made by Allottee(s), to the Company/Promoter and a receipt duly issued in respect thereof, shall be binding upon the Company/Promoter, however the payments, if any made by the Allottee(s), to any third party (including any brokers) or any receipt issued against such payment by such third party (including any brokers) shall not be binding upon the Company/Promoter.

3. **ADJUSTMENT OF INSTALLMENTS:**

The Company/Promoter shall have the right to adjust the instalment amount received from the Allottee(s) first towards the interest and other sums, if any, due from the Allottee(s) and the balance, if any, towards the Cost of the Unit and other Charges.

4. **SHOW FLAT:** The show flat constructed at the site (if any) is not in according to the structural drawings of the building since it does not have the beams & columns, so the actual construction shall not be compared to that, also that the fitting fixture, finishing and others items of said show flat shall not be compared with the actual construction.

5. **TITLE, LAYOUT & PLANS, DRAWINGS, SPECIFICATION & ALTERATION IN LAYOUT PLANS:**

1. That the Allottee(s) has / have seen all the documents of titles and other relevant papers / documents etc. pertaining to the aforesaid Unit in the said Project and is/are fully satisfied about the title and rights of the Company/Promoter in respect of the aforesaid Project.

2. That the Allottee(s) has / have seen and accepted the plans, designs, specifications of the Project and the Unit and are fully satisfied with the same.

3. Any request for any change in construction of any type in the Unit from the Allottee(s) will not be entertained / allowed.

4. That as per the Layout Plan it is envisaged that the unit on all the floors shall be sold as an independent Unit with impartible and undivided shares in the land area underneath the Plot. The undivided share in the land is calculated on pro-rata basis of the FAR consumed in the Unit and as per final declaration submitted at the time of applying for Completion of the respective Tower. It is clarified that only the Allottee(s) of the Unit of a particular floor / block will have an undivided interest in limited common facilities for dwelling units of individual floor/block. (Limited Common Areas and Facilities for Units mean those common areas which have been reserved by the Company/Promoter for the use of certain unit or units to the exclusion of other units) and also an undivided interest in the General Common Areas and facilities of the Project.

5. All natural products such as tiles, marble stones and wood etc. may have slight variations in texture colour and behaviour and may have surface cracks & other natural wear & tear.

6. **CLUB MEMBERSHIP AND RECREATIONAL FACILITIES:**

1. The Company/Promoter has constructed and provided for club / recreation / other common facilities, which Company/Promoter may transfer or managed and operated by itself, the facilities, on the terms and conditions as the Company/Promoter may deem fit at its sole discretion.

2. That keeping in view the general requirement of the members, the quantum of facilities available in the club and other incidental factors effecting running and maintenance, the Allottee(s) shall pay such charges for usage of club facilities as prescribed from time to time and also abide by rules and regulations formulated by the Company/Promoter or outside agency for proper management of the club, as the case may be. The club charges payable as on date are Rs. 400/- per month which

the Allottee agrees to pay.

7. **PARKING SPACE & BASEMENT SPACE:**

1. The Company/Promoter has allotted car parking in the best possible way with an endeavour to provide the residents minimum distance from their respective flats. Providing parking space to all the Allottee(s) under their respective tower is practically not possible as there are limited slots available near to the tower and there are multiple types of parking in the project.

2. The usage rights shall be attached to the unit and cannot be transferred in any manner independent of the allotted Unit all rights regarding the Parking Space shall get transferred concurrently with the transfer of Unit. The Parking Space shall not be used for any purpose other than parking of personal vehicles of the Allottee(s).

3. Due to any change in allotment plan, if there is an inability to accommodate allotment of parking space to the Allottee(s), or for any other reason, if the allotted parking space is not available or not convenient according to the Allottee(s) or the same is required by the Company/Promoter, a different parking space may be allotted to the Allottee(s) which shall be deemed, to be the parking space allotted under the terms of this allotment letter cum Agreement for Sale.

4. All vehicles including Scooter/ Two Wheelers/ Cycle will be parked within the same parking space allotted to the Allottee(s). In the event the Allottee(s) wishes to use additional parking space for two wheelers then the same will be available on request on payment basis and it shall be allotted to the Allottee(s) of Unit on first come first serve basis.
5. Upon allotment, a separate Letter for the allotment of the car parking will be issued by the Company/Promoter or its nominees to the Allottee(s). Allotment of one car parking per Unit is mandatory.
6. The car parking agreed to be purchased by the Allottee(s) from the Company/Promoter shall be solely used for the purposes of parking of his/her/their respective vehicles and shall not be used in any other form or manner.
7. The Company/Promoter reserves its rights to allot the un-allotted parking spaces in future even after handing over the maintenance of the said Project to the Resident's Welfare Associations of the Project. The R.W.A/A.O.A.O or owners/ Allottee(s)/ occupiers/ Applicants(s) of the Units shall not have any right over the un-allotted parking spaces. No vehicle will be allowed inside the project except those who have reserved the car parking space and have a valid car parking sticker.
8. The Allottee(s) shall not allow his/her visitors to bring in their vehicles in to the Project and same shall ensure to be parked outside the Project at their own risk, cost and consequences.
9. That the Basement space as per the permissible usage can also be allotted for purposes like domestic storage space etc.

8. **MAINTENANCE AND ITS ALLIED CHARGES:**

1. The Project and its common facilities are proposed to be managed by the Company/Promoter or a facilities management agency so nominated by the Company/Promoter initially for a period of 1 year and thereafter for a renewed/extended period till the same is handed over to any RWA /A.O.A.O./ local body /society or the arrangement is terminated by the Company/Promoter. The Allottee(s) agrees to enter into an agreement for Project maintenance & facilities management with the Company/Promoter and / or any agency so nominated by the Company/Promoter and pay for the monthly and other bills/demands for Project maintenance & facilities to the management / agency properly and regularly.
2. The Maintenance Charges @ Rs. 2.25/- (approx. may be revised from time to time) per Sq. Ft. per month of the total Area shall be payable as per Company/Promoter rule. It is however clear that the agency so appointed shall be an independent entity in itself and be sole responsible for its conduct. The Allottee(s) shall pay advance maintenance charges ('AMC') for 1 year at the time of possession of the said Unit. Further the club usage charges shall be payable in advance for a period

of 1 (One) year at the time of offer of possession. Further, the maintenance charges shall become payable by the Allottee(s) immediately upon the expiry of 60 days from the date of Letter of offer of possession and for buyers who buy the Unit after the letter of possession, the maintenance of the said unit will be applicable from the date of handover of the Unit or from the expiry of 60 days from the date of booking of the said Unit whichever is earlier.

3. The Allottee(s) further agrees and undertakes to pay the Club Usage Charges and the Maintenance Charges on monthly basis after the expiry of the initial period of 1 (One) Year.

4. That as part of green initiative and also to boost transparency, the Company/Promoter shall be installed pre-paid meters for each Apartment, which shall be required to be recharged by the Allottee(s) from time to time. The said pre-paid meter shall record the electricity consumption, the maintenance charges, club usage charges and any other charges to be implemented in the future being charged from the Allottee, GST / Tax as applicable so charged on the aforesaid services as applicable from time to time and also the balance available from the amount recharged by the Allottee(s) on regular basis.

   The Allottee(s) can generate its own invoice by downloading the APP which can run on both IOS and Android Platforms and also take screen shot and /or download the monthly invoices of their respective Apartment at any time. Alternatively, the Allottee(s) can seek a hard copy of its monthly invoice from the office of the Maintenance Agency, if so required.

   The said invoice shall contain the details of the amount charged under each head and also the tax component.

5. The AMC shall be utilized for meeting cost of providing Project maintenance & facilities management services including campus security, common area housekeeping, garbage disposal, horticulture, maintenance of lifts, water pumps, filtration Units, fire pumps, system and other common area electro-mechanical equipment including their AMC's and services of an electrician, plumber and estate manager for the maintenance of the Project. The proportionate share of expenses on account of common area electricity consumption, generator power backup (individual flat plus common areas) shall be charged extra on total Area basis or as per actual/Units consumed.

6. It is understood that the right to use of common facilities shall be subject to regular and timely payment of Project maintenance & facilities, management bills and other charges as fixed from time to time.

7. The Allottee(s) also agrees to deposit with the Company/Promoter an Interest Free Maintenance Security (IFMS) @ Rs. 20/- per sq. ft. on date of possession/offer of possession, whichever is earlier.

8. Along with the Maintenance charge, the Allottee(s) shall also pay Sinking Fund @ 25/- paise per sq. ft. per month of the total Area and one year advance sinking fund shall be paid by the Allottee(s) at the time of offer of possession which shall be used in the following manner:

   i. 10 paise charged as above stated for replacement and/or refurbishing and/or major/minor repairs of the plant and equipments of capital nature/fixed assets like pumps, motors, electrical cables, lifts etc. and/or any major parts thereof installed in the Project; and/or
   ii. 10 paise charged as above stated for paint of exterior walls of the Project; and /or
   iii. 5 paise charged as above stated for unforeseen contingency in future and/or for any and all other expenses which are not covered in the scope of Maintenance.

Note:-

- NOC from the Company/Promoter / Maintenance Agency is required for clearance of dues prior to the sale of Unit by the Unit owner otherwise the subsequent buyer will not be allowed.

- Sinking Fund is a contingency or emergency fund which will be used for replacement, refurbishing, major / minor repairs of the plant, machinery and other equipments etc. so installed by the Company/Promoter in the said Project or towards any expenses incurred on account of any unforeseen contingency in future.

- That IFMS, advance maintenance charge and the sinking fund shall be interest free till the time complete maintenance is handed over to the R.W.A. / A.O.A.O. The Company/Promoter shall hand over the sinking fund and the AMC to the R.W.A. / A.O.A.O along with handing over of the Project to R.W.A. / A.O.A.O after making deductions as are applicable.

- No individual request for refund of sinking fund and AMC shall be entertained by the Allottee (s) at any time.

- That the Allottee(s) will allow the Project maintenance teams to have full access to and through his Unit at all reasonable times and terrace area for the periodic inspection, maintenance, repair of service conduits and the structure.

11. WATER SUPPLY:

The Company/Promoter has constructed an underground water tank for the entire Group Housing Project and the supply will be given from the said water tank.

12. ELECTRICITY SUPPLY AND POWER BACK-UP:

That single point electric connection is already taken for the Project from the Concerned / Competent Authority and the electricity has been distributed through separate meters to the Allottee(s) through pre-paid systems. The Allottee(s) will get the Electrical Connection for the capacity, as opted for him / her / them in the Application Form and also according to all other Terms & Conditions as per the electricity supply agreement. That the rate for Electricity charges will be as per the rates of State Electricity Board which includes Fixed charges, unit charges, regulatory charges, taxes and duties Plus @ 5% of the unit charges will be charged extra as per the guidelines of U.P. Power Corporation Ltd. for distribution and line losses or as per the applicable laws.

That the Company/Promoter has installed additional equipments for Power Back-up facility in the Project. However, the Company/Promoter/ Agency may provide power back-up (with extra cost) subject to availability, for capacity up to 7 KVA, further subject to confirmation at the time of Booking. It is however accepted by the Allottee(s) that the availability of the said Power Back-up facility shall be subject to regular payment of charges towards consumption charge per Unit and fix charge per KVA has been decided on the basis of the cost of the inputs like diesel/ gas etc. and will increase/ decrease along with the cost of these inputs. Further the said Power Back-up facility is an additional feature.

The electricity load shall be allocated as per the following manner;:

- **2 BHK 920 – 1035 : 5 KVA**
- **2 BHK 1235 : 6 KVA**
- **3 BHK 1340 : 7 KVA**
- **3 BHK 1705 : 8 KVA**

Power Back-up up to 1 KVA shall be free of charge and additional power back up shall be charged @ Rs. 25,000/- (approx. may vary according to circumstances) per KVA payable at the time of possession. GST / Tax as applicable shall be charge extra.

Note:

- Electrical installation / transformers / Gen. Sets / E.S.S. equipments and cabling shall be

designed with 60% diversification factor therefore for 10000 KVA load only 6000 KVA capacity shall be provided. However, the liability of the Company/Promoter to provide the load as per the Maximum Average demand of the Project per month.

- Per unit charges of the power back-up (i.e. running of DG Set) which will be decided at the time of offer of possession depending upon prevailing prices of fuel. In addition to the unit charges, Per KVA fixed monthly maintenance charges shall be applicable for major and minor break downs of the DG set.

If the Allottee(s) disagree with the charges fixed by the Company/Promoter / Agency or does not pay the same for any reason whatsoever the Company/Promoter / Agency shall have the right to withdraw the above said facility except for common area services and the Allottee(s) herein shall not claim any loss or damage, whether direct or consequential, from the Company/Promoter / Maintenance Agency. In the event the Allottee(s) requires any further Power Back-up for its appliances/ equipments, the Allottee(s) at its liability may install appropriate stabilizers / Uninterrupted Power Supply Units within the Unit. The said Power Back-up Facility shall be usage based and the Allottee(s) shall regularly pay its proportionate share of costs, charges, expenses, etc. incurred by the Maintenance Agency providing the same. That the Allottee(s) accepts that the Allottee(s) shall not claim any loss or damage, whether direct or consequential from the Company/Promoter / any other Company/Promoter or body providing the same, in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond the control of the Company/Promoter / any other Company/Promoter or body providing the same.

13. PIPED NATURAL GAS:

The Company/Promoter has provided the facility of Piped Natural Gas in the Project for the betterment of the Project, however the same is not part of the specifications / offering. The Allottee(s) agrees to pay the charges relating to infrastructural development costs in procuring the gas through pipe lines to the dwelling unit in addition to the charges demanded by the gas supplier.

The security of Piped Natural Gas and the maintenance of its pipelines and usage charges shall be charged separately and the same shall be borne by the Allottee(s).

14. WATCH AND WARD SECURITY ARRANGEMENTS:

Watch and ward security arrangements are proposed to be provided in the Project. Accordingly, the Company/Promoter / Maintenance Agency shall have a free hand to restrict the entry of outside persons into the Project. Provision of such watch and ward security service would not create any liability of any kind upon the Company/Promoter / Maintenance Agency for any mishap caused by any miscreants.

15. HANDING OVER OF MAINTENANCES TO R.W.A./ A.O.A.O.:

That at the time of handing over the maintenance of the project to the R.W.A./A.O.A.O., all existing lifts, corridors, passages, parks, underground and overhead water tanks, fire-fighting equipment's with motors rooms, Single Point Distribution system, Gen-sets, Security Gates, lift rooms at terrace and other area falling under the common area with all assets and liabilities will be handed over to the R.W.A. / A.O.A.O.

Note:

- All the un-sold Spaces and areas which are not falling in the part of common area shall continue be the property of the Company/Promoter and all right are reserved with the Company/Promoter for the said areas.
- As per **APARTMENT ACT** it is mandatory to become the member of the AOAO and the member of the AOAO shall fill the form of deed of apartment and to pay the membership fees/charges plus applicable GST/tax, if any as per the apartment act and upon formation of AOA the maintenance services shall be deemed to be handed.

16. POSSESSION:

That the offer of possession of the Unit is to be delivered by the Company/Promoter to the Allottee(s) on or before **June, 2018** for Phase 4 comprising tower no. T14 & T15 in the said Project subject to force majeure circumstances and on receipt of full payment of the basic sale price and other charges due and payable up to the date of possession according to the payment plan as agreed by the Allottee(s) at the time of booking of the Unit. The Said Allottee(s) shall take possession of the Unit after complying the terms of the Allotment Letter cum Agreement for Sale, within a period of two months from the date of Occupation Certificate issued by the concerned / competent authority for the said Unit as per The RERA Act, 2016.

That the construction could be completed prior to the date mentioned in the Allotment Letter cum Agreement for Sale. In that case the Allottee(s) shall not refuse for taking the possession on any ground whatsoever. The date given in the Allotment Letter cum Agreement for Sale is an assessment only and construction could be completed earlier to that as well and in such case balance payment shall become due immediately.

In the event of occurrence of any Force Majeure Event or Circumstances, it is hereby clarified that the date of possession as mentioned in the Allotment Letter cum Agreement for Sale shall stand automatically extended, without any further act or deed on the part of the Company/Promoter by the period during which a Force Majeure Event occurs or prevailed and the Company/Promoter shall be entitled to a reasonable extension of time for delivery of possession of the Unit. Provided that the Company/Promoter shall be the sole judge of the existence of a Force Majeure Event, which judgment shall not be unreasonably exercised.

17. OFFER FOR POSSESSION OF UNIT:

1. That an written intimation for completion of Unit (herein after referred as **'Offer for Possession'**) will be sent to the Allottee(s) and a **"Fit-out-Period"** of 60 days (Two Months) will commence from the date of the Offer for Possession. The said "Fit-out-Period" is in order to facilitate the Allottee(s) to communicate the exact date by which he / she / they or any of duly appointed attorneys will be taking physical possession of the Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company/Promoter, registration of sub lease deed etc.. The installation of sanitary-ware, wash basin, kitchen sink, wooden flooring, hardware accessories, final touch of paint etc. will be done during the said "Fit-out-Period" only, which will take around 60 days minimum for an individual Unit and Allottee(s) may get these final installations done in his / her / their own presence, if desired.

2. That after having complied with the above-mentioned clause and after taking possession and / or the execution and registration of the Sub-Lease deed of the Unit, the Allottee(s) shall have no claim against the Company/Promoter as regards quality of work, material, pending installation, area of Unit or any other ground whatsoever. Further, the Company/Promoter after handing over the possession of a particular Unit shall in no way be responsible for safety, stability etc. of the unit.

17(a) ADDITIONAL SPECIFICATION

That in case, the Allottee(s) of the unit has opted additional/extra specification in the said unit at the time of booking of the said unit, the Fit-out-Period of the unit shall further extend another 90 days (Ninety Days) from the expiry of said 60 days fit-out-period of the Unit.

18. HOLDING CHARGES :

The Allottee(s) agrees and undertakes to take possession of the Unit and make payment of the amounts due and payable in accordance with the offer of possession within the prescribed period. In the event the Allottee(s) fails to take possession of the Unit / Apartment and get the conveyance deed executed, within the prescribed period, than the Allottee(s) shall be charged Rs. 20 Per Sq. Ft of the Carpet Area for such delayed period as Holding Charges which the Allottee(s) agrees to pay to the Company/ Promoter.

19. PENALTY OF DELAY IN POSSESSION

If the Company/Promoter is unable to give offer of possession of an Unit on or before the agreed date of Offer of Possession in terms of the Allotment Letter cum Agreement for Sale than in such case the Company /Promoter shall pay interest @ 12% per annum on the amount received for the delayed period, till the offer of possession is issued to the Allottee(s).

20. DEFECT LIABILITY PERIOD:

That there will be defect liability period of five years as per terms of Real Estate (Regulation and Development) Act, 2016, 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 and general wear and tear, shall not be considered as defects. Defect liability shall not cover force majeure situations such as case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature. 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/Promoter shall co-operate with the Allottee in sorting out the issue.

Disclaimer: - Allottee(s) agree and undertakes that he will satisfy himself about the quality & workmanship of the aforesaid Unit at the time of taking hand over of the said Unit. If the Allottee(s) of the Unit makes any type of change in the interior of the Unit or takes any services from the third party to upgrade the Unit and if due to that any defects arises then the said defect liability shall be restricted to structure only.

21. FEMA:

1. That the Allottee(s), if resident outside India, shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act, 1999 (FEMA), and/or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time, including those pertaining to remittance of payment(s) for acquisition of immovable property in India. The Allottee(s) shall also furnish the required declaration to the Company/Promoter on the prescribed format, if necessary.

2. In case of NRI Allottee(s), to observance of the provision of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be responsibility of the Allottee(s).

22. GENERAL RIGHTS AND OBLIGATIONS OF THE ALLOTTEE(S):

1. FIRE SAFETY

That at present the fire safety measures in the Project and Unit have been provided as per existing Fire Safety Norms. If, however, due to any subsequent Central or Local legislation(s) / Government Regulations / orders or directives or guidelines or any change in existing guidelines or the Government orders it becomes obligatory on the Company/Promoter to undertake additional fire safety measures, it is consented by the Allottee(s) that he / she shall be liable to pay proportionate charges in respect thereof.

2. EXPRESS RIGHTS

1. The physical possession of the Unit will be given to the Allottee(s) only after execution of the sale / sub-lease deed. The Allottee(s) shall get exclusive possession of the built up area of his Unit and shall have no right in the remaining part of the building / Project except the right of use and ingress and egress in the common areas, services and facilities within his building / Project. All the common area and / or land and common facilities and services shall be handed over to the AOAO and unsold / un-allotted spaces shall remain the property of the Company/Promoter. The sale / sub-lease deed of the allotted residential Unit shall be executed and registered as per the terms of

The Real Estate (Regulation and Development) Act, 2016, in favour of the Allottee(s) at the time of possession of the residential Unit after receipt of total payments and dues in respect of the said Unit including stamp duty charges and registration costs, legal charges, other incidental expenses and any extra charges which may be due etc.

2. All charges, expenses, stamp duty, court fee, official fees etc. towards documentation, execution and registration of sale / sub-lease deed, including nominal documentation & services charges, legal charges and other incidentals expenses will be borne and paid by the Allottee. If the Company/Promoter incurs any expenditure towards the registration of the Unit, the same shall be reimbursed by the Allottee to the Company/Promoter. In case the stamp duty or other charges payable by the Allottee to the authorities at the time of registration is discounted due to reason of prior payment of some / all charges by the Company/Promoter, such discount availed by the Allottee shall be reimbursed to the Company/Promoter prior to registration.

3. ENTRY & RESTRICTIONS

It is in the interest of the Allottee(s) to help the maintenance agency in effectively keeping the Unit and the Project secured always. For the purpose of security, the maintenance agency shall be free to restrict and regulate the entry of visitors into the Project.

4. NUISANCE AND ANNOYANCE

1. That the Allottee(s) shall not allow or permit any pets such as dogs, cats, rabbits etc., to move around in the common areas, stair-cases, parks etc. so as to endanger the life, liberty and property of the other co-occupants / owners.

2. That the Allottee(s) shall not use the Unit for any such activities, as are likely to cause nuisance, annoyance or disturbance to other occupants of the Project or those activities which are against law or any directives of the Government or the local authority.

5. LAWNS AND OTHER COMMON AREAS

That the central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on cost sharing / chargeable basis.

6. PERMITTED USE

The Allottee(s) shall always use the Unit for residence only and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and / or the assets of other occupants or the equipments in the Project or use the Unit for any activity apart from residential purpose and not put to use the Unit for any immoral or illegal activity.

7. INTERNAL SECURITY

It is expressly understood that the internal security of the Unit shall be the sole responsibility of the Allottee(s).

8. UNIT'S INTERIOR, MAINTENANCE & INSURANCE

1. That the Allottee(s) shall carry out all the maintenance and interiors of the Unit at its own cost. The interior of the Unit shall be the responsibility of the Allottee(s) and the Company/Promoter shall not in any case be held liable for any damage or loss occurred on account of any neglect or

omission of the Allottee(s) or any act caused / occasioned / occurred by any third party.

2. That the contents of each Unit along with the connected structural part of the building shall be insured by the Allottee(s) at his / her / their own cost against the fire, earthquake etc. the Company/Promoter after handing over the possession of a particular Unit shall in no way be responsible for safety, stability etc. of the unit. The Allottee(s) will pay all charges towards insurance either by him / her / them individually or through society collectively, if so formed for maintenance of the building. However the Company/Promoter may get the entire structure insured and charge the cost against the same from the Allottee(s) on pro rata basis.

9. SIGNAGE

That the Allottee(s) shall not display any name, address, signboard, advertisement material, etc. on the external façade of the Unit / Tower as also the Project.

10. ALTERATIONS IN THE UNIT

That the Allottee(s) shall not make any such additions or alterations in the Unit so as to cause blockage or interruption in the common areas and facilities within the Project and / or to cause any structural damage to the main pillars, ceilings or any major construction within and outside the Unit or cause any encroachment in the Project area or in the structure of the building(s) in the Project. That the Allottee(s) shall not demolish any structure of the Unit or any portion of the same or cause to make any new construction in the Unit without the prior approval and consent of the Company/Promoter or the local authority in written, if required. The Allottee(s), however, undertakes that he / she / they shall not divide / sub-divide the Unit in any manner. The Allottee(s) shall not change the colour and facade of outer Walls of his / her Unit.

11. CHANGE OF NOMINEE(S)

That the Allottee(s) is entitled to get the name of his / her nominee substituted in his / her place, with prior approval of the Company/Promoter, provided the Allottee(s) has paid at least 95% of the total Consideration or cleared all dues till that date of the Company/Promoter, who may in its sole discretion permit the same on such conditions as it may deem fit and proper.

12. NO DUES CERTIFICATE

That the Allottee(s) shall not assign, transfer, sub lease or part with possession of the Unit without taking **'No Dues Certificate'** from the maintenance agency appointed by the Company/Promoter or Association as the case may be.

13. UTTAR PRADESH APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010

That the Allottee(s) undertakes to abide by all the laws, rules and regulations and the terms of Government orders including U.P. Ownership of Flats Act, 1975 and Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any other laws applicable earlier or made applicable hereafter to the said Unit / Project and as amended from time to time. That the Allottee(s) also undertakes to abide by all the laws, rules and regulations of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the RERA Act"). In case if anything which is not covered under the said RERA Act then the UP Apartment (Promotion of construction, Ownership and Maintenance) Act, 2010 shall be applicable and binding on the Allottee(s).

14. REGISTRATION OF ADDRESS

That in case of Joint Allotment, all communications demand notices etc. shall be sent by the Company/Promoter to the Allottee(s) whose name appears first and at the address given by him / her which shall for all purpose be considered as service on all the Allottee(s) and no separate communication shall be

sent to the other named Allottee(s). It shall be the sole responsibility of the Allottee(s) to inform and communicate about any such communication to the Co-Allottee as no separate communication will be sent to the other named Allottee(s). It shall be the responsibility of the Allottee(s) to inform the Company/Promoter by Registered A.D. post or Speed Post at the Corporate Office of the Company/Promoter i.e. H - 63, Sector 63, NOIDA – 201301, U.P. about all subsequent changes in his address, if any, failing which all demands notices and letters posted at the earlier registered will be deemed to have been received by him / her. Intimation of change of address shall not be accepted or considered if given by hand, or by email.

15. FURTHER PAPERS, APPLICATIONSAND DECLARATIONS ETC.

That the Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement and all other relevant papers, as required, in pursuance and do all the acts, deeds and things as the Company/Promoter may require for safeguarding the interests of the Company/Promoter and other Unit Owner's in the Project. The Allottee shall comply with legal requirements for purchase of immoveable property wherever applicable, after execution and registration of the Allotment Letter cum Agreement for Sale and sign all requisite applications, forms, affidavits, undertakings etc. required from time to time for purchase of said residential Unit.

16. OWNERSHIP RIGHTS

That until a sub-lease deed is executed & registered, the Company/Promoter shall continue to be the owner of the Unit and also the construction there on and this allotment letter cum Agreement for Sale shall not give to the Allottee(s) any right or title or interest there in even though all payments have been received by the Company/Promoter. The Company/Promoter shall have the first lien and charge on the Unit for all its dues that may / become due and payable by the intending Allottee(s) to the Company/Promoter. It is further clarified that the Company/Promoter is not constructing any Unit as the Contractor of the Allottee(s), but on the other hand the Company/Promoter is constructing the Project as its own and the sale will be affected after the actual construction / finishing of the Unit by the execution of sub-lease deed.

23. RPRESENTATIONS AND OBLIGATIONS OF THE COMPANY/PROMOTER:

The Company/Promoter shall undertake to allow the Allottee(s) to hold, use and enjoy the Unit and every part thereof without creating any unreasonable interruption either by itself or by any person or person claiming under, for or on its behalf.

That the Company/Promoter shall be responsible for providing internal services within the Project which include laying of roads, water lines, sewer lines, electric lines and arboriculture. However, external services like water supply network, sewer, storm water drains, roads, electricity outside the Project to be connected to the internal services are to be provided by GNIDA/Competent Authority.

24.LOANS/MORTGAGE:

That in case the Allottee(s) wants to avail of a loan facility from its employer or financing bodies to facilitate the purchase of the Unit applied for, the Company/Promoter shall facilitate the process subject to the following:

1. The terms of the financial bodies / agency / institution shall exclusively be binding and applicable upon the Allottee(s) only.

2. The responsibility of getting the loan sanctioned and disbursed as per the Company/Promoter's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company/Promoter, as per schedule, shall be ensured by the Allottee(s). The Company/Promoter will tie-up with certain Banks and get the Project approved in order to facilitate the home loans. In the event the Allottee(s) wishes to take loan from any financial bodies / agency / institution / banks other than already approved financial bodies / agency / institutions / Banks then any delay in the disbursement due to any reason whatsoever shall be sole responsibility of the Allottee(s). In case of bank loan/lien, it is responsibility of the allottee(s) to provide the No Objection Certificate for the purpose of execution of Sale / Sub-Lease deed in favor of him / her /

them from the Financial bodies / agency / institution / bank, before the execution of Sale / Sub-Lease deed.

3. The Company/Promoter has the right to raise finance from any Bank / Financial Institution / Body Corporate and for this purpose create equitable mortgage of the 'Said Land' in favour of the one or more of such 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 / development of the Project, notwithstanding the foregoing the Company/Promoter shall ensure to have any such charge, if created, vacated on completion of the Project or before execution of the document /sub-lease deed.

25. INDEMNITY:

1. That the Allottee(s) shall abide by the terms and conditions of the Allotment letter cum Agreement for Sale and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Allotment letter cum Agreement for Sale, the Allottee(s) shall be liable for such act. If any loss is occasioned due to the act or omissions of the Allottee(s), the Allottee(s) shall indemnify the Company/Promoter for such act or omissions which has occasioned the loss.

2. The Allottee(s) undertakes to abide by all the laws, rules and regulations or any other law as may be made applicable to the said property i.e. land, building, residential Unit, car parking spaces, other common areas, club house amenities and facilities. All taxes, levies, charges or assessments levied by government or any other authority on the land and / or the building shall henceforth be payable by the Allottee(s).

26. TERRACE RIGHTS:

The Allottee(s) shall have no terrace right except the common use along with other occupants or Allottee(s) of the Units in the said Project. The Company/Promoter reserves the right to use any part of the top roof / terrace above the top floor or to raise any further construction, for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use the same for advertisement purposes or otherwise and the Allottee(s) agrees that he / she / they will not object to the same and will not make any claim on this account.

27. UNDERTAKING BY THE ALLOTTEE(S):

1. That the Allottee agrees and understands that the Unit under sale is being sold by declaring the carpet area and the Company/Promoter has charged the amount on carpet area basis against that said Unit. However, the Project and the services attached with the same were conceptualised many years ago and now many Units have already been handed over to the residents with the attached Services wherein the cost of the services has already been calculated and charges on Total Area basis therefore the same cannot be charged differently from the new Allottee(s) including the Allottee(s) herein. The Allottee(s) agrees and understands and as such gives his no objection to the same being charged accordingly.

2. That the Unit Allottee(s) has fully satisfied himself / herself about the interest and the title of the Company/Promoter in the said land on which the said Project is being constructed and has understood all limitations and obligations in respect thereof and, there will be no more investigation or obligation by the Unit Allottee(s) in this respect.

3. That this Allotment letter cum Agreement for Sale is subject to the terms & conditions detailed herein above and all the terms and conditions mentioned in the previous advertisements, price list, prospectus, brochures, application form or any other sale documents shall be treated as null and void. This cancels all previous Allotment Letters cum Agreement for Sale, if any, issued against the Allotment of this Unit or any other Unit by the Company/Promoter.

4. The Allottee(s) acknowledges that the Company/Promoter has readily provided all the information / clarifications as required / demanded by the Allottee(s) but that Allottee(s) has / have not relied upon and is not influenced by any plans, brochures, advertisement, representations, warranties or estimates of any nature whatsoever relating to description or physical condition of the property and the Allottee(s) has / have relied solely on his / her / their own judgment and investigation in deciding to enter into this Allotment letter cum Agreement for Sale and is executing the

present Allotment Letter cum Agreement for Sale willingly without any coercion, undue influence or misrepresentation.

5. That the Allottee(s) agrees and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Unit as per the RERA Act, as the case may be or at any time thereafter, have no objection to the Company/Promoter Constructing or continuing with the construction of the remaining structures in the Promoter or other buildings adjoining the Unit sold to the Allottee(s).

6. That the Project **"Exotica Dreamville"** is comprising of many Towers / Blocks. As soon as the construction of particular Tower / Block will be completed with all the basic amenities attached to that Tower / Block, the Company/Promoter after getting for the completion certificate of particular Tower / Block to the authority concerned, will offer the possession of the Unit in that Tower / Block to the Allottee(s). The construction of remaining Towers / Blocks will be going on. It can take further time till the completion. The Allottee(s) have to take possession of his/her/their Unit as and when it will be offered to the Allottee (s) within prescribed time period as above. It is hereby cleared to the Allottee(s) that the completion certificate in part could also be applied for a particular block of the project after completing the construction, depositing the requisite fee and obtaining the NOC's from all the concerned departments.

28. GENERAL:

1. Considering some eventualities which may arise in future thereby compelling the Company/Promoter to make some changes in the terms & conditions, such conditions as may be notified will also be treated as a part of this Allotment Letter cum Agreement for Sale.

2. That till a lease deed/sub lease deed is executed and registered, the Company/Promoter shall continue to be the owner of said Unit and also the construction thereon and this allotment letter cum Agreement for Sale shall not give to the Allottee(s) any rights or title or interests therein even though all payment have been received by the Company/Promoter.

29. ALL TAXES AND LEVIS:

1. In addition to, as mentioned in Price List, the Government of Uttar Pradesh or any other authority, with a view to recover the cost of development with regard to State/National Highways, transport, irrigation facilities, power facilities etc. may impose/levy additional levy(ies), fees, cesses, charges etc. by whatever name called on prescribed basis either existing or leviable in future and in that event, the Allottee(s) agrees to pay the same either directly to the concerned authorities or if paid by the Company/Promoter, reimburse the same to Company/Promoter on pro-rata basis on demand being raised by Company/Promoter on him in this regard. It is made clear that the said charges shall be levied on pro rata basis pertaining to the said Unit and the same shall be assessable/ applicable/ calculable from the date of this Application/ Booking.

2. Further, if there is any House Tax/ Property Tax, Water Tax, Sewer Tax, Wealth Tax, GST, Cesses, City Development Charges, Levis, Sales Tax, Trade Tax, Metro Cess, VAT, ESI, PF and Taxes of all and any kind by whatever name called and development charges of the land of the Project, compensation to the farmers and other charges whether levied or leviable now or in future imposed by any Local Authorities, State Government, Central Government or Court as the case may be as assessed unpaid or payable and attributable to the Company/Promoter as a Consequence of Government/Statutory or other local authority(s) order, the intending Allottee(s), shall pay the same in their proportionate share.

30. INSPECTION OF UNIT AND CONSTRUCTION:

That the Allottee(s) and / or his / her family members have a right to visit and inspect the premises during the course of construction but while deriving this right the Company/Promoter shall not be held liable for any loss / cost / damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection of the Unit on account of during constructions activity of the other towers or after constructions by the Allottee(s) or any family member of a Allottee(s).

31.NOTICE:

Any notice or letter of communication to be served on in either of the Parties by the other shall be sent by prepaid recorded delivery or registered post/courier or by fax at the address shown here above or such other address as may be informed by the Allottee(s) herein above and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by fax or by electronic mail.

32. SHARE OF ALLOTTEE(S) IN UNIT:

That the Allottee& Co-Allottee (if any) will have equal share in the Unit 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(s) inter-se, the booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern, if any. The above stated circumstances, if so occur, will not alter the obligation of the Allottee(s) / or their legal heirs, as the case may be, in making payment of the consideration towards the Unit as per the payment plan and in the event of the Allottee(s) / Legal heirs fail to fulfil their obligations in compliance with the terms and conditions so set forth herein including the payment plan then the Company/Promoter shall be within its right to cancel the booking and refund the balance amount, if any after making deductions as contained herein. For the refund in an above said case, consent of all Allottee(s) shall be necessary and otherwise the amount shall be refunded in equal share between / among all the Allottee(s).

33. SEVERABILITY OF PROVISIONS:

If any provision of this Allotment Letter cum Agreement for Sale or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In such case, the Parties shall forthwith enter into good faith negotiations to amend the provisions rendered void, illegal or enforceable in such a way that, as an amended provision, it is valid and legal and to the maximum extent possible carries out the original intent of the Parties as reflected herein with respect to the matter in question.

34.ARBITRATION:

That in the event of any dispute whatsoever arising or connected with the booking/allotment of the said Unit, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI WESTERN U.P. The said allotment letter cum Agreement for Sale is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall be held in the city of Noida (UP) / Delhi (India). 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 High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and / or concerning this allotment letter cum Agreement for Sale.

35. GOVERING LAW

That the Allottee(s) undertakes to abide by all the laws, rules, and regulations or any law as may be made applicable to the Said Unit.

THAT THE FOLLOWING ANNEXURE ARE ANNEXED HEREWITH WHICH ARE ALSO BEING THE PART OF THIS ALLOTMENT LETTER CUM AGREEMENT FOR SALE:

a. Payment Plan Down Payment Plan-A
b. Additional Specification, if any
c. Plan with Carpet Area and Total Area. . . . . .
d. . . . . .

I / we have fully read and under stood the terms and conditions mentioned herein above, terms and conditions of the Lease Deed dated 08.09.2010 executed in favour of the Company/Promoter and I agree that all shall be binding over me / us.

For and on behalf of

EXOTICA HOUSING & INFRASTRUCTURE PROJECTS PVT. LTD.

(Authorized Signatory)

ALLOTTEE(S)

.....

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WITNESSES:

1.....

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2.....

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ANNEXURE-A

PAYMENT PLAN

S.No.	Installment Name	%	Installment Date	Amount (in Rs.)	PLC (in Rs.)	Other Charges (in Rs.)	IFMS (in Rs.)	InstallmentAmount (in Rs.)
1	At the time of Booking	10.00		0	0	0	0	0
2	Within 45 days from Booking	85.00		0	0	0	0	0
3	At the time of offer letter for Possession	5.00		0	0	0	0	0
	Total:			**0**	**0**	**0**	**0**	**0**

ANNEXURE-B

ADDITIONAL SPECIFICATIONS

Print

ANNEXURE – C
Plan with Carpet Area and Total Area

ANNEXURE – D