



Provisional Allotment Letter

S i g n a t u r e T o w e r

Allotment No. _____

To, _____

Date: _____

SUB: LETTER FOR ALLOTMENT OF RESIDENTIAL BUILT UP APARTMENT/ FLOOR (HEREINAFTER REFERRED AS A UNIT) IN THE PROJECT "SIGNATURE TOWER" AT JHANSI, UP.

Dear Sir/Madam,

This has reference to your (hereinafter referred to as Allottee) application No. _____ Dated _____ submitted to us (hereinafter referred to as Owner) for the allotment of a Unit in the above said project.

In response to your application, and on the terms and conditions mentioned hereinafter we have agreed to provisionally allot a unit as under:

(a) Basic Sale Price (BSP): Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(b) Car Parking Slot(s) : Rs. _____ @ Rs. _____ for first Parking Slot and
@ Rs. _____ per slot for additional Parking Slot(s)

(c) Preferential Location Charges (PLC): Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(d) Internal Development Charges: Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(e) External Development Charges: Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(f) Interest Free Maintenance Security: Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

(h) Club/ Optional Charges: Rs. _____ @ Rs. _____ per Sq. Ft. of Super Area

* Total Consideration: Rs. _____ (Rupees _____ only)

(I) PAYMENT PLAN OPTION: Down Payment Plan / Installment Linked Payment Plan

**TERMS AND CONDITIONS OF ALLOTMENT OF RESIDENTIAL APARTMENT/ FLOOR IN
"SIGNATURE TOWER, JHANSI" AT JHANSI U.P.**

FORMING PART OF ALLOTMENT LETTER.

OWNER'S REPRESENTATIONS

- A. The Owner, its Associate companies, its subsidiary companies, its associates presently own individual respective portions of land in a site presently admeasuring _____ acres (approx) located at Near Blue Bells, Ballampur Road, Rajgarh, Jhansi-284003 connecting Jhansi-Lalitpur Road. The Owner is developing a Group Housing Project over the said land under the name "SIGNATURE TOWER, JHANSI".
- B. The Owner, its associate companies, its subsidiary companies and its associates have acquired said land and will be acquiring some more land in the neighbor hood of the land already acquired and such lands as and when licensed and approved by the concerned authority(ies) shall be deemed to be a part of the said project called "SIGNATURE TOWER, JHANSI".
- C. The Owner has specifically made it clear that the lay out plan of the Project has been prepared conforming to the applicable by-laws and is under approval. However, after approval, at any stage while implementing the same the Owner and the Allottee (s) hereby agrees that it shall not be necessary on the part of the Owner to seek consent of the Allottee(s), if for any reason, the layout plans are sought to be modified/amended/changed by the Owner or by the Sanctioning Authorities or Structural Engineers and that the lay out plan as may be amended and approved from time to time shall supersede the present lay out plan.

ALLOTTEE'S REPRESENTATIONS

- A. The Allottee(s) has applied to the Owner by signing application form dated _____ agreeing to the terms and conditions as set out in the application for allotment of the Unit.
- B. The Allottee(s) has demanded from the Owner and the Owner has allowed the Allottee(s) an inspection of site including the Plans, location plan, ownership record and all other documents relating to the title, competency and all other relevant details and the Allottee(s) hereby confirms that he/she is fully satisfied in all respects with regard to the right, title and interest of the Owner, its associate Companies, its subsidiary companies, its associates in the Land on which the said Project is being developed and has understood all the limitations and obligations of the Owner in respect thereof. The Allottee(s) hereby agrees that there shall be no further investigations or objections by him/her in this regard and further that he/she is fully satisfied of the competency of the Owner to Develop the Project and allot Unit to the Allottee(s).
- C. The Allottee (s) acknowledge that the Owner has already provided all the information's and clarifications as required by him/her and that he/ she has not relied upon and is not influenced by any architect's plans, sales,

sale brochures, advertisements, representation, warranties, statement, or estimates of any nature whatsoever whether written or oral made by the Owner, its selling agents/brokers or otherwise including but not limited to any representations relating to the description on physical condition of the property or the size or dimensions of the Unit or any other physical characteristics thereof, the services to be provided to the Allottee (s), the estimated facilities/amenities to be made available to the Allottee(s) or any other data except as specifically represented herein and that the Allottee(s) has relied solely on his/her own judgement and investigation in deciding to apply for allotment and to purchase the Unit allotted.

- D. The Allottee(s) hereby confirm to the Owner that he/she has understood all the laws, rules, regulations, notifications etc. applicable to the said Project and the terms and conditions contained in the application for allotment and those contained herein. The Allottee(s) has clearly understood his/her rights, duties, responsibilities, obligations under each and all the clauses of Application for allotment and allotment letter.
- E. The Allottee(s) has seen and accepted for the apartment plans/floor plan/layout plan(s)/ parking plan/specifications which are subject to change at the sole option and discretion of the Owner and the Allottee(s) agrees to this condition. The Allottee(s) further authorize Owner to carry out, such additions, alterations, deletions and modifications in the buildings plans, floor plans apartment plans, change in specifications, etc., including the number of apartments/floors as the Owner may consider necessary or as directed by any competent authority. The Allottee(s) hereby agrees that the Owner is fully entitled to increase the number of floors in the Buildings(s) and/or the height of the Buildings(s) in the project and the Allottee(s) shall not object to the same and also he shall tender all possible co-operation for such addition/alteration in the structure. The Allottee(s) shall not claim any reduction in the Total Price of the Unit due to any increase in the number of floors in the Building(s) in the Project.

The Owner, relying on the confirmations, representations and assurances of the Allottee(s) to faithfully abide by all the terms, conditions and stipulations has accepted in good faith his/her application to provisionally allot the unit on the terms and conditions detailed herein below.

NOW, THEREFORE, THE TERMS AND CONDITIONS OF THIS ALLOTMENT LETTER WITNESSETH, AS UNDER:

1. This allotment is subject to condition that Minimum of Booking amount i.e. application amount/ Earnest Money is paid as per the terms of application form. In case Booking amount is not paid fully, the allotment can be cancelled at any time on the sole discretion of the Owner.
2. The Owner will send/provide this Allotment letter to the Allottee who shall sign and return the same to Owner within 30 (Thirty) days. If however, the Allottee(s) fails to sign and return the allotment Letter within thirty (30) days from the date of its dispatch by the Owner then this Allotment shall be treated as cancelled at the sole discretion of the Owner and the earnest money (as defined in Clause 20) paid by Allottee(s) shall stand forfeited. If Allotment letter is dispatched by Owner, but not signed and returned by the Allottee(s) within thirty days as above and Owner decides not to cancel the Allotment, and the Allottee(s) make any of the further due payments on demand by Owner or at his/her own, it shall be rightfully construed as Allottee(s) consent to all of the terms and conditions of the Allotment Letter and the Allottee(s) will not object to any of the terms and conditions of Allotment Letter at a later stage.
3. The Basic sale price of unit mentioned in Application does not include any tax paid or payable by the Owner and/or its Contractors by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, Property Tax and Service Tax or any other taxes by whatever name called, in connection with the execution and sale of project (hereinafter collectively referred to as "Taxes"). Such taxes shall be reimbursed/ payable by the Allottee(s), from the date of Booking even if applied with retrospective effect, as and when demanded by the Owner. The Allottee(s) also agrees to pay Govt./Local Body rates, cesses, charges, ground rent, taxes of all and any kind by whatever name called, whether levied, or leviable now or in future, as the case may be for the provisional allotment in proportion to the area of the Unit allotted prior to the execution of the sale deed. If such charges are increased (including with retrospective effect) after the sale deed has been executed then these charges shall be treated, as unpaid sale price of the Unit and the Owner shall have lien on the Unit for the recovery of such charges.
4. The Allottee(s) shall in addition to the basic sale price, pay preferential location charges, if any. However, the Allottee(s) hereby specifically agrees that if due to any change in the layout plans, the said Unit ceases to be in a preferential location, the Owner shall be liable to refund only the amount of preferential location charges charged to Allottee(s) and such refund shall be adjusted in the last installment of the payment plan. If due to any change in the layout plan, the Unit becomes preferentially located, then the Allottee(s) shall be liable and agrees to pay as demanded by the Owner additional preferential location charges.
5. The Allottee(s) shall pay the Basic sale price along with the preferential location charges as per agreed payment plan as per 'Annexure A'. He/she also agrees to make all payments through demand drafts/ cheques payable at Jhansi only.
6. Number of Covered car parking spaces is limited and same will be allotted subject to availability. Basic

Selling price does not include charges for covered car parking and this will be charged extra as per applicable prices and payment plan. The Allottee(s) hereby agrees to the price and payment terms of Covered Car Parking (Available for apartment in Tower only) and that the said Unit along with covered car parking space(s), if any, will be treated as a single indivisible unit for all purposes/transactions related to the said unit. The Allottee(s) also agree that he/she will use the Car Parking space(s) only for parking his/her vehicles and for no other purposes. The allotment of Unit and Car Parking space may be cancelled at the sole discretion of the Owner in case Allottee(s) uses car Parking Space for any purpose other than parking his/her vehicle.

7. Club membership is mandatory. Basic selling price does not include charges for Mandatory Club membership fee or any other related charge(s) and this will be charged extra as per applicable prices and payment plan applicable at the time of booking. Basic selling price also does not include annual recurring club charges, which shall be worked out and payable as demanded once the club becomes operational.
8. Construction cost may show escalation. The rate per sq.ft. of the saleable Space fixed above has been based on cost as on _____. This, however shall stand enhanced if the cost of construction increases. The increase in the cost of construction shall be calculated on the basis of the proportionate increase in the building cost indices as followed by the CPWD from time to time. The cost of construction being a part of the sale prices will be calculated in accordance with the equation below :

Final Sale Price = Sale price per sq.ft. as recorded in Allotment letter + the following
per value per sq.ft. calculated as:

$$\text{Rs.} \times \left[\frac{\text{Cost index on the date of completion}}{\text{Cost Index on.....}} - 1 \right]$$

NOTE: Escalation upto Rs. 75 per sq.ft. super area will be borne by the Owner. However, if due to unforeseen reasons the escalation is higher than Rs. 75 per sq.ft. then the additional amount would have to be paid by the allottee (s) as and when demanded.

9. The cost index will be as applicable to the plinth area and as followed/laid down by CPWD from time to time. The decision of the Owner on the increased cost of construction shall be final and binding. The increased sale price may be charged and recovered by the Owner from the Allottee(s) with any one or more of the installments or separately. There will be no liability to render accounts. The applicable cost index on any particular date shall be arrived at by averaging/ interpolating the cost indices available.
10. It is hereby made clear that the basic sale price of the said Unit does not include EDC (External Development Charges), IDC (Infrastructure Development Charge), Parking Fees, Club charges and/or any other charge of similar nature levied by the Government Authority(s). The Allottee(s) hereby agree that he/she will pay such charges, if any, in addition to basic cost, as per agreed payment plan or, in case applicable, when demanded by any Government authority.
11. The cost of External Electrification, Electric connection, Water Service Connection, Sewer Connection as applicable in the Project are not included in the basic sale price of the said Unit and shall be payable by the Allottee(s) in addition to the price of the Unit. Further the Allottee(s) shall pay on demand to the Owner all amounts to be determined at the time of providing necessary connections to make arrangements for providing sewer and water connections from the mains laid along the road serving the Project.
12. The Owner is proposing to provide Prepaid Electric Meter, Generator Power Back Up and Pipe Gas fitting facility. It would be mandatory for Allottee(s) to avail prepaid Electric Meter installation, Generator Power Back up and Pipe Gas fitting facility, if provided by the Owner, at extra cost. Such cost/charges shall be payable by the Allottee(s) as and when demanded by the Owner.
13. The cost of installing running and maintenance of Sewerage/Effluent Treatment Plant/Pollution Control Devices, if any, shall be paid in addition to Basic sale price by Allottee(s) on proportionate basis as and when

demanded. Similarly if, either by statutory requirement or otherwise, it becomes necessary to provide of any further equipment/facilities etc. then the cost of installing running and maintenance shall be additionally and proportionately paid by the Allottee(s).

14. The Electricity, Gas, water supply shall be obtained from appropriate authority/body or its nominee by Allottee(s) for his/her own consumption at his/her own cost. The Cost of installation running and maintenance of sub-station/power house/transformers/pumping station shall be paid extra by the Allottee(s) on Proportionate basis, the quantum of which shall be decided by the Owner or nominated agency at its sole discretion.
15. Charges for Installation, running and maintenance of Fire fighting system, if any, are also to be paid extra as and when demanded by the Owner. Fire fighting equipment and prevention measures which are required within the Unit and which become necessary on account of any interior decoration/partition or heat load created by the Allottee(s) shall be installed by him/her at his/her own cost after obtaining necessary permission by him from the authorities(s) concerned.
16. Saleable area shall be Super area which shall mean and include the covered area, balconies, cupboards, lofts, internal staircase and munties, plus proportionate common area such as projections, corridors, passages, stair cases, underground/overhead water tank, entrance lobbies, electric sub station, pump house, shafts, guard room, lifts, lift rooms and other common facilities etc. The covered/built up area of the Unit shall include entire carpet area, areas under internal circulation, internal walls, proportionate area under external walls, areas under balconies, lofts, cupboards etc. The method of calculation of saleable super built up area as adopted by Owner and stated herein shall be final and binding upon the parties.
17. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable super area of the unit, it is made clear that it is only the covered area of the unit to which the buyer shall have the exclusive right and the inclusion of the common areas in the computation does not confer any exclusive right and/or title thereon to the Allottee(s).
18. Except for the unit herein agreed to be sold and the necessary easementary rights pertaining thereto, all the residuary rights in common facilities including but not limited to ownership of Club, if any, in the proposed Project/Scheme shall continue to vest with Owner.
19. Apart from the internal services, if any outside (external and/or peripheral) services are provided by any Government or local authority and any charge is levied thereupon and/or any other charges are levied under any other head, the same shall also be payable in addition to the aforesaid price of the Unit on Proportionate basis by the allottee(s).
20. The Owner and Allottee(s) hereby agree that the payment made to the Owner by the Allottee(s) either with the application for provisional allotment or thereafter to the extent of 20% of the Basic sale value of the said Unit shall constitute earnest money. This Earnest Money shall stand forfeited at the sole discretion of the Owner, in case of the non-fulfillment/breach of the terms and conditions contained in application and those of the Allotment Letter.
21. Payment of installments due towards the basic sale price and preferential location charges, if any, will be made by the Allottee(s) at intervals as per the payment plan opted by him/her. Timely payment of installments is the essence of the terms of the Application and Allotment Letter. If payment of installment is not received within the stipulated period given in the opted payment plan and/or in the event of breach of any of the terms and conditions of the Application and Allotment Letter by the Allottee(s), the Allotment can be cancelled at the sole discretion of the Owner and 20% of the basic sale price of Unit, which constitute the earnest money, shall stand forfeited and the balance amount, if any, will be refunded without any interest on receiving the original documents from the Allottee(s) and after compliance of necessary formalities by the Allottee(s). However, in exceptional circumstances, the Owner may in its absolute discretion condone the breaches including delay in making payment by charging an interest @21% compounded quarterly on the delayed payments/outstanding and restoration charges at such rates as may be decided by the Owner in its sole discretion provided that the said Unit has not been allotted to any third party and/or disposed off in any manner whatsoever at the absolute discretion of the Owner, pursuant to such cancellation. In such a situation,

an alternate Unit, if available, may be offered by the Owner in lieu of the same.

22. If the cheque submitted by the Allottee(s) is dishonored, then the Application/Allotment would be deemed cancelled/terminated by the Owner on its own discretions and the Owner will not be under any obligation to inform the Allottee(s) about the dishonor of the cheque or cancellation of the Booking/Allotment. In such case, if the Allottee(s) wants and insists to restore his booking, a new booking may be made with same Unit Number and, for such booking, prices applicable at the time of restoration shall be applicable. If however, same unit is not available (after cancellation due to dishonor, it may have been sold to other customer) then a different Unit shall be booked as per availability at that time.
23. Call notice by the Owner to the effect that installments/payments have become due shall be final and binding on the Allottee(s). It shall be the duty of the Allottee(s) to make regular installments payment in accordance with the Payment Plan opted, on his own, without any dependence/reference to any demand notices being issued by the Owner, except in case of construction/development Linked Payment Plan. In case of Time Bound installments/payments, no Call Notice shall be necessary. The Owner may in its discretion send call notices but non-receipt of the same shall not be a valid reason for non-payment of the installments/payments. No interest is payable by Owner on any installment paid early/before its due date by the Allottee(s) unless otherwise offered as a scheme by the Owner.
24. The layout plans in respect of the said project has been prepared conforming to the applicable by-laws and is under approval. However, after approval, if for any reason layout plan are sought to be modified/amended either by the Owner or by the Sanctioning Authority or Structural Engineers resulting in the change including decrease/increase in the area of the Unit, change in the location of the Unit, change in the number of the Unit, change in the boundaries, no claim monetary or otherwise will be raised by the Allottee(s) or accepted by the Owner except that the aforementioned will be applicable on the changed area of the Unit for the purpose of determination of the amount to be realized or refunded as the case may be. However, in case of any major alteration/modification resulting in more than 10% change in the area of the Unit any time prior to or upon the grant of completion/occupation certificate the Owner shall intimate to the Allottee(s) in writing the changes thereof and the resultant change, if any, in the price of the Unit to be paid by him/her and the Allottee(s) agrees to inform the Owner in writing his/her consent or objections to the change within thirty (30) days from the date of such notice falling which the Allottee(s) shall be deemed to have accepted the changes. The Allottee(s) agrees to pay the above mentioned price for any increase in area up to 10 days of the receipt of information and demand by the Owner. If the Allottee(s) writes to the Owner within thirty (30) days of intimation by the Owner indicating his non-consent/objections to such alteration/modification then the Owner shall try and accommodate the Allottee(s) at an alternate location.
25. The Allottee(s) shall not be entitled to seek refund of amount deposited against the Unit once demand of installments against the Unit has gone beyond 70% or more. At this stage, the request for refund or cancellation of Unit form the Allottee(s) shall be considered by the Owner at its sole discretion.
26. In the event of any request for surrendering of booking/cancellation of allotment and refund of money, deposited prior to installments against the Unit(s) has gone beyond 70%, is made by Allottee(s), the acceptance of such a request shall be at the sole discretion of the Owner and subject to forfeiture of the earnest money as defined in clause 20 above and of compliance of the necessary formalities by the Allottee(s).
27. The Allottee(s) agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority, approvals for the said Project or any matters, issues relating to such approvals, permission, notice, notification by the Competent authority(s) become subject matter of any suit/writ/legal proceedings before a competent court or due to force major conditions, the Owner after provisional and/ or final allotment, is unable to deliver the Unit to the Allottee(s) for his/her possession and use, the Allottee(s) agrees that the Owner if it decides in its sole discretion to refund, then it shall be liable only to refund the amounts received for him/her without any interest or compensation whatsoever.
28. The present booking is subject to the condition that there is no price control/restriction from any authority. In case of any control or restriction on the price of the Unit being imposed by any authority, this booking will be

liable to be cancelled by the Owner at its sole discretion and the money deposited by the Allottee(s) will be refundable without any interest after completion of formalities by the Allottee(s).

29. The Owner shall endeavor to give possession of the Unit to the Allottee(s) within a reasonable period from the date of execution of allotment letter, subject to force-majeure circumstance such as act of God, fire, earthquake, flood civil commotion, war, riot explosion, terrorist acts, sabotage, or general shortage of energy labour equipment facilities material or supplies, failure of transportation, strike, lock outs, action of labour union, any dispute with any contractor/ construction agency appointed by the Owner, change of law, or any notice order, rule or notification issued by any Courts/Tribunals and/or Authorities, delay in the grant of part/full completion (occupancy) certificate by the Government/or any other public or competent authority or intervention of Statutory Authorities, or any other reason (s) beyond the control of the Owner and subject to receipt of complete dues and other charges as per payment plan opted by the Allottee(s). The Allottee(s) shall not be entitled to any compensation on the grounds of delay in possession due to reasons beyond the control of the Owner.
30. The Owner on completion (except final finishing work) of the development/construction shall issue offer of possession to the Allottee(s), who shall within time period mentioned in such offer of possession, remit all dues stated therein. In the event of his/her failure to take possession for any reason whatsoever, Allottee(s) shall be liable to pay all levies on account of failure to take possession of the Unit and interest on delayed payments at such rates as may be applied by the Owner. The Owner will start final finishing work for handing over physical possession of Unit only after receiving all dues as mentioned in offer of possession. Hence, any delay in payment of dues will delay the possession of Unit and Owner will not be responsible for the same.
31. That the physical possession of the said Unit shall be delivered to the Allottee(s) after the same is ready for possession and the sale deed has been registered, provided all the amounts due from the Allottee(s) are paid to the Owner: The Allottee(s) shall take possession of the said within 30 (thirty) days to the Owner giving written notice to the Allottee(s) intimating that the Unit is ready for physical possession.
32. Further, if the Allottee(s) fails to take possession of the Unit within a period of Six months from the date of offer possession or within three months from the 30 days after the date of Owner giving written notice to the Allottee(s) intimating that the Unit is ready for physical possession, whichever is earlier, or any date if extended by the Owner in its sole discretion, the Owner will not be responsible for deterioration in the condition of the Unit and will hand over the physical possession on as is where is basis and any work or expense to improve on the condition of the unit will have to be carried out and borne by the Allottee(s) himself.
- If the Allottee(s) fails to take possession of the Unit within a period of One year from the date of offer of possession or any date if extended by the Owner in its sole discretion, the Allotment can be cancelled by the Owner and 20% of the basic Sale Price of Unit which constitute the earnest money and all such dues payable by the Allottee(s) towards Maintenance Charges on the date of cancellation shall stand forfeited and the balance amount, if any, will be refunded without any interest on receiving the original documents from the Allottee(s) and after compliance of necessary formalities.
33. The Allottee(s) has agreed that he/she will, at the time of execution of the allotment letter or latest upon development of the said Project and on offer of possession of the Unit, enter into a maintenance agreement with a Association/Body of Units owners or any other nominee/agency/association(s) or other body(ies) (hereinafter referred to as 'the Maintenance agency') as may be appointed/nominated by the Owner from time to time for the various common services or facilities including the upkeep, repairs, security and maintenance etc. of the said project and its common areas and the Allottee(s) shall pay the maintenance charges as per bills raised by the Maintenance Agency, as & when and in the manner demanded by the said Maintenance Agency. Such charges shall be reckoned from 30 days after the date of offer of possession, irrespective of whether the Allottee(s) is in possession of the Unit or not. In the event of his/her failure to take possession for any reason whatsoever, Allottee(s) shall be liable to pay all maintenance charges to the Owner or the nominated agency and/or any other levies on account of failure to take possession of the Unit. The Owner or its nominated agency shall charge in addition to charges mentioned above, holding/watch and ward charges, as may be applicable at the Owner's/agency's discretion, if the Allottee(s) fails to take

possession within the period mentioned in the offer of possession. If the Allottee(s) fails to take possession within the period mentioned in the offer of possession, the Allottee(s) shall also be liable to pay interest at such rates as may be applied by the Owner or its nominated agency, in the event of any delay in payments of charges mentioned above. In order to secure due performance of the Allottee(s) in prompt payment of the maintenance bills and other charges raised by the maintenance agency, the Allottee(s) shall deposit, as per the schedule of payment and to always keep deposited with the Owner or the Maintenance Agency, nominated by the Owner, an Interest Free Maintenance Security (IFMS) on such rates as may be decided by the Owner or its nominated agency in its sole discretion. In case of failure of the Allottee(s) to pay the maintenance bill, other charges on before the due date, the Allottee(s) in addition to permitting the Owner/maintenance agency to deny him/her the maintenance services, also authorizes the Owner to adjust the amount of the security deposited against such defaults. The balance of such deposit (after adjustment, if any, as above) shall be refunded/transferred, without interest, to the Allottee(s) only when he/she sells/transfers/transfers/ surrenders his/her Unit. This arrangement shall continue till the maintenance of the Project is handed over to the Municipal Authorities or the association of the Allottees /occupants. Once the Maintenance of the Project is handed over to Municipal authority/association as above, maintenance of the project will no longer be the responsibility of the Owner or its nominated agency. However, even after handing over of the maintenance to the Municipal Authority/Association, the Owner will have all its rights intact, with regard to the recovery of all its dues from the Allottee(s) including but not limited to the maintenance charges for the period the project was maintained and handed over, and any interest and penalties due to delay in taking possession and/or delay in payment of dues. The Allottee(s) agrees to pay the maintenance charges equivalent to Six months maintenance charges in advance to the Owner or its nominated agency.

34. Further, the Owner/its nominated agency reserves the right to increase maintenance charges/security deposit from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) agrees to pay such/increases on demand by the Owner/its nominated agency for the maintenance. If the Allottee(s) fails to pay such increase in the Maintenance charges/Security deposit or to make good the shortfall as aforesaid on or before its due date, then the Allottee(s) authorizes the Owner to treat the allotment as cancelled without any notice to the Allottee(s) and to recover the shortfall from the sale proceeds of the said Unit and to refund to the Allottee(s) only the balance of the money realized from such sale after deducting therefrom the entire earnest money, interest on delayed payments and all other dues as set out in the price list and/or payment plan. It is made specifically clear and it is so agreed by and between the parties hereto that this condition relating to the maintenance charges/security deposit as stipulated in this clause shall survive the conveyance of title in favour of the Allottee(s) and the Owner shall have first charge/lien on the said Unit in respect of any such non payment of shortfall/increases, as the case may be.
35. A sale deed shall be executed and registered in favour of Allottee(s) within a reasonable time after the Owner has received from the Allottee(s) the total sale consideration, other dues/charges, stamp duty, registration fee, documentation charges and other incidental expenses along-with No Objection Certificate from concerned maintenance agency. The maintenance agency will issue No Objection Certificate only after all its dues are paid by the allottee(s). It is further clarified that the Owner is not constructing any Unit as a contractor of the Allottee(s) but on the other hand Owner is constructing the project on its own. The title of ownership shall pass on to the intending Allottee(s) only after execution of Sale deed and till then the Unit shall remain property of the Owner.
36. In case the sale deed can not be executed because of any force-majeure circumstances as listed above and the Allottee(s) has paid stamp duty, lease rent, documentation charges and other incidental charges on demand from Owner or otherwise, the same shall be executed at the next earliest possible time allowed by the authorities and if, during such delayed period, stamp charges or Lease rentals are increased by authorities, the Allottee(s) will have to pay for the shortcoming in this respect and the Owner will not be responsible for the increased cost in any manner whatsoever. Further, no interest will be paid for such delayed period by Owner on amounts such paid.
37. The Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of any agreement/deed/document executed between the Owner and the Allottee(s) shall be

borne by the Allottee(s).

38. The Allottee(s) hereby agrees to abide by and adhere to the conditions imposed under the building laws, the lay out plans, building plans and other state, municipal and local laws as are applicable or made applicable in future by Govt. bodies/authorities to the said Unit/Project and shall be responsible for all defaults, violations or breaches of any of the conditions or rules and regulations.
39. The Allottee(s) shall use the Unit for the purposes only for which the Unit has been allotted and shall not add/construct on open terrace, if any, alter Unit in any manner without obtaining prior approval of appropriate authority(ies). The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. He/She should not cause damage to or nuisance in any part of the Project in any manner. All persons claiming through the Allottee(s) shall be bound by the terms of the Application and Allotment Letter and the terms and conditions/rules and regulations of concerned Development Authority or any other Authority for all purposes.
40. Signage will be allowed as per the building signage policy and the size permitted/specified by the Owner/Nominated Agency. The Allottee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloth etc. on the external facade of the Building or anywhere on the exterior of the Building or common areas without the consent of the Owner/nominated agency. If required, the Allottee(s) shall place sign board only at places designated by the Owner and with the Owner's/Nominated agency's consent. If any additional signage is required, the same may be provided on payment of charges as specified by the Owner or its nominated agency. The Allottee(s) hereby authorizes the Owner/Nominated agency to remove, at the cost of Allottee(s), any sign board or publicity material etc placed by him/her without the consent of the Owner/Nominated agency.
41. The Allottee(s) shall not install, operate and/or use Generator set of any size/kind in open area without prior permission of the Owner or nominated Maintenance Agency.
42. The Allottee(s) shall not, without appropriate permission from the Owner and concerned authority, sink, drill, install and/or commission any well/borewell/tubewell within the Unit or anywhere outside the area of the Unit allotted to him/her.
43. The Owner may, at its sole discretion and subject to applicable laws and notifications or any Government directions as may be in force, permit the Allottee(s) to get the name of his/her nominee substituted in his/her place on payment of administrative charges as prescribed by the Owner. Any change in the name of the Allottee(s) (including addition/deletion) as registered with the Owner will be deemed as nomination for this purpose. The administrative charges for nomination amongst family members (husband, wife, own children, real brother/sister and parents) will be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. Disputes, if any, between Allottee(s) and Nominee(s) as a result of subsequent reduction/increase in the area of the Unit or change in the location of the Unit will be settled between themselves and the Owner will not be a party to such disputes.
44. The Allottee(s) shall get his complete address recorded with the Owner at the time of booking and it shall be the responsibility of the Allottee(s) to inform the Owner in writing even after physical possession is taken by Allottee(s), either in person or through registered Post, A/D letter about all subsequent changes in his/her address, failing which, all demand notices and letters posted by the Owner at the recorded address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the Allottee(s) shall be responsible for any delay/default in payment and other consequences that might occur therefrom.
45. In case there are joint Allottee(s), all communications shall be sent by the Owner to the Allottee(s) whose name appears first and at the address given by him/her and this shall for all purposes be considered as served on all the Allottee(s).
46. The Owner shall have the first lien and charge on the said Unit for all its due and/or that may hereafter become due and payable by the Allottee(s) to the Owner, in the event of the Allottee(s) parting with their

interest.

47. The Allottee(s) agrees that any dispute arising or touching the Booking/Allotment shall be between the Owner and the Allottee(s) and the Authority will not be a party to such dispute except for the functions which are to be performed by the Authority.
48. The Allottee(s) confirms and represents that he/she has not made any payment to the Owner in any manner whatsoever and that the Owner has not indicated/promised/represented/given any impression of any kind in an explicit or implicit manner whatsoever, that the Allottee(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, roof top, facilities and amenities including club, recreation facilities, if any falling outside the area of the Unit save and except the use of common areas, root top, facilities and amenities including club, recreation facilities, if any, falling outside the area of the Unit save and except the use of common areas and such common areas will be identified by the Owner in its sole discretion and such identification by the Owner in its plans now or in future shall be final, conclusive and binding on the Allottee(s). The Owner relying on this specific undertaking of the Allottee(s) has agreed to allot the aforementioned Unit and this undertaking shall survive throughout the possession and occupancy of the Unit by the Allottee(s), his/her legal representatives, successors, administrators, executors, assigns etc.
49. It is made clear by the Owner and fully understood by the Allottee(s) the allotment whether provisional and/or final, in no manner shall confer any right, title or interest in any lands, facilities, amenities and buildings outside the area (land) of the Unit to be allotted. In order to use the facilities to be provided at the club, if any, or any other facilities/amenities not specifically mentioned herein, the Allottee(s) undertakes to join such club/society/association of the Unit owners and to pay such fees, charges therefore and complete with documentation and formalities as may be deemed necessary by the Owner in its sole discretion for this purpose.
50. The Allottee(s) hereby authorizes and permits the Owner to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables of Unit to be allotted to him subject to the Unit being free of encumbrances at the time of execution of sale deed.
51. The Allottee(s) can avail Loans from the Financial Institutions/Banks to Finance the unit and the Owner shall extend all help for the same. However the Owner shall not be responsible in any manner if a particular Financial Institution/Bank refuses to finance the unit on any ground. The responsibility of getting the loan sanctioned and disbursed as per the Owner payment schedule and its repayment with interest accrued thereon to the Bank/financing agency will rest exclusively on the Allottee(s) and in no event the Owner shall be assumed for any responsibility or liability in respect thereof. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Owner, as per schedule, shall be ensured by the Allottee(s) along with interest on delayed payments, if any.
52. That the Allottee(s) and agrees not to hold the Owner liable under any circumstances whatsoever for any consequence(s), in the event of any Bank/Financial Institution refusing to grant the Allottee(s) a long/financial assistance w.r.t. the Unit to be allotted to him.
53. In case of the Allottee(s) who have opted for long term payment plan arrangement with any Financial Institutions/Banks, the Sale deed of the Unit in favour of the Allottee(s) shall be executed only upon the Owner receiving No Objection Certificate from such Financial Institutions/Banks.
54. The Allottee(s) hereby agrees and undertakes that he/she shall not at any time before or after taking possession of said Unit have any right to object to the Owner constructing or continuing the development of the said Project in the said land and/or carrying out the construction of other Unit, building(s)/structures in the said Land. Further, the Allottee(s) shall not claim any relief or stay, injunction etc. from any Court/Authority that may impede/cause hindrance to the Owner in completing the said Project or handing over possession therein to the other Allottee(s) in the larger public interest. The Allottee(s) has fully understood and agrees that he/she either individually or jointly or through anybody, will not institute and pursue any litigation or suit to seek injunction in any manner whatsoever against the Owner or his agent(s) from developing and constructing the said Project in any manner whatsoever.

55. The Allottee(s) hereby covenants with the Owner to pay from time to time and at all times, the amounts which the Allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of application and allotment and to keep the Owner and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Owner may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee(s).
56. In case the Allottee(s), is a non-resident, foreign national of Indian Origin or makes payment in any foreign currency, it is abundantly made clear that in respect of all remittances, acquisition/transfer of the said Unit it shall be the sole responsibility of such Allottee(s) to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Owner with such permissions, approvals which would enable the Owner to fulfill its obligations under the Application or Allotment Letter. Any refund, transfer of security if provided in terms of the provisional allotment/allotment letter shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agree that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Allottee(s) shall keep the Owner fully indemnified and harmless in this regard. The Owner accepts no responsibility in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of the Allotment letter it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Owner immediately and comply with necessary formalities, if any, under the applicable laws.
57. The Owner shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Owner shall be issuing the payment receipts in favour of the Allottee(s) only.
58. The Owner reserves the right to transfer ownership of the said Project in whole or in parts to any other entity such as partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency by way of sale/disposal/or any other arrangement as may be decided by the Owner in its sole discretion and the Allottee(s) agrees that he/she shall not raise any objection in this regard.
59. All or any disputes arising out or touching upon or in relation to the terms of the application and/or Allotment Letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration shall be held at an appropriate location in Jhansi by a sole arbitrator who shall be appointed by the Owner and whose decision shall be binding upon the parties and the cost of the Arbitration proceeding shall be bourn by the Allottee(s). The Allottee(s) hereby confirms that he/she shall have no objection to this appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Owner or is other wise connected to the Owner and the Allottee(s) confirms that notwithstanding such relationship/connection, the Allottee(s) shall have no doubts as to the independence or impartially of the said Arbitrator.
60. The Allottee(s) authorizes the Owner to adjust/appropriate all payments made by him/her first towards the interest or under any head(s) of dues against outstanding, if any, in his/her name as the Owner may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Owner to adjust his payments in any manner otherwise than as decided by the Owner in its sole discretion.
61. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Unit shall equally be applicable to and enforceable against any and all occupiers, tenants, licenses and/or subsequent purchasers/assigners/assignees of the said Unit, as the said obligations go along with the said unit for all intents and purposes.
62. The Allottee(s) hereby agrees that the Owner shall have right to join as an affected party in any suit/complaint

62. The Allottee(s) hereby agrees that the Owner shall have right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee(s) if the Owner's rights are likely to be affected/ prejudiced in any manner by the decision of the court on such suit/complaint. The Allottee(s) hereby agrees to keep the Owner fully informed at all times in this regard.
63. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained herein are declared invalid by a final and un appealable order, decree or judgment of a Court, then this shall be construed as if such phrases, sentences, clauses or paragraphs, had not been inserted and the construction and interpretation of the rest of the terms and conditions shall remain valid and be binding upon the Parties hereto.
64. Any delay or indulgence by the Owner in enforcing the terms mentioned herein or any forbearance or giving of time to the Allottee(s) shall not be construed as a waiver on the part of the Owner of any breach or non-compliance of any of the terms and conditions by the Allottee(s) nor shall the same in any manner prejudice to the rights, title and interest of the Owner.
65. The Application and the allotment letter shall be construed, interpreted, governed and applied in accordance with the laws, regulations, ordinances of the laws applicable in India and shall be subject to the exclusive jurisdiction of the Courts at Jhansi.
66. The execution of the Allotment Letter and Terms and conditions will be complete and binding only upon its signing by the Owner through its Authorized Signatory at the Owner's Head Office in Jhansi after the copies duly signed by the Allottee(s) are received by the Owner. Hence this Allotment Letter shall be deemed to have been issued/ executed at Jhansi even if the Allottee(s) has prior thereto signed this Allotment letter at any place(s) other than Jhansi.
67. For all intents and purposes singular shall include plural.
68. The terms and conditions mentioned in the application shall be read and taken to be a part of this Allotment Letter as well.

Yours faithfully

For BHAGWATI SIGNATURE

(Authorized Signatory)

I/We hereby accept the allotment of the terms and conditions mentioned herein above.

Signature of the Allottee(s)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEAL TO THOSE PRESENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.

WITNESSES NAME AND ADDRESS

WITNESSES SIGNATURE

1. _____

2. _____

Bhagwati Signature

Ballampur Road, Rajgarh Jhansi (U.P.)
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