

### **FLAT ALLOTMENT LETTER**

THIS FLAT ALLOTMENT LETTER is made at Ghaziabad on this \_\_\_\_ day of \_\_\_\_\_ 2017 between SVP Builders (India) LTD., a company registered under the Companies Act, 1956 having its Corporate office at 17, Kiran Enclave, G.T. Road, Ghaziabad, U.P. (hereinafter referred to as the 'Company' which expressions shall, unless repugnant to the context or meaning thereon, be deemed to include its successors, executors and assigns) through its duly authorized signatories Sh./Smt./Kum. \_\_\_\_\_ Son/Wife/Daughter of Shri \_\_\_\_\_ of the ONE PART.

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

AND

(For Individuals)

1. First Allottee .....

Son/ wife of .....

Resident of .....  
.....

2. \*Second Allottee .....

Son/ wife of .....

Resident of .....  
.....

3. \*Third Allottee **Mr.**.....

Son/ wife of .....

Resident of .....  
.....

(\*To be filled in case of joint purchasers)

(hereinafter singly/jointly, as the case may be , referred to as the ‘Allottee / Flat Allottee’ which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, successors and permitted assigns) of the OTHER PART.

OR

M/s \_\_\_\_\_ a company incorporated under the companies act,1956 having its registered office at \_\_\_\_\_ through its duly authorized Signatory \_\_\_\_\_ authorized vide Board Resolution dated \_\_\_\_\_ ( herein referred to as the buyer which expression shall unless repugnant to the context or meaning thereof, be deemed to include his/her heirs, executors, administrators, legal representatives, successors and permitted assigns) ( a copy of Board resolution along with a certified copy Memorandum & Article is appended herewith) of the OTHER PART.

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

In this Flat Allotment Letter unless it is contrary or repugnant to the context:

The expression "HE/HIS in this Flat Allotment Letter includes the opposite gender and the singular includes the plural and vice versa, unless the context otherwise requires. These expressions shall be deemed as modified and read suitably and whenever the Allottee is a Joint Stock Company, Body Corporate or a Partnership Firm or any Association of Persons and whenever there are more than one Allottees, the expression Allottee in this Flat Allotment Letter shall be construed as including each of such Allottee and their respective heirs, executors, administrators, legal representatives and permitted assigns etc.

WHEREAS

**Land Detail:**

- A. Sh. Anand Swaroop Garg S/o Sh.Lajpat Rai, Sh. Vijay Kumar S/o Sh.Lajpat Rai, Sh. Ravinder Kumar Garg S/o Sh.Lajpat Rai, Sh. Sunil Kumar Garg S/o Sh.Lajpat Rai are collectively absolute owners of the freehold land admeasuring approximately 4010 sq mtrs. Situated at 80 Ft wide main road namely Vasant Road, opp. Urmil Motors, Nehru Nagar, Ghaziabad, Uttar Pradesh as per the revenue records comprised in khasra no.980 & 981 of village Bhojna, Pargan Loni Tehsil, Distt Ghaziabad.

Further the company has entered into a Development cum Collaboration Agreement with the registered owner of the land and signed a GPA to get the right to construct, market, sell and receive consideration in its own name.

Now, the Company is in possession of residential land admeasuring approx. 4010 Sq. Mtrs. situated at 80 ft wide main road namely Vasant Road, opp. Urmil Motors, Nehru Nagar Ghaziabad (hereinafter referred to as the "said Land") through the Development Cum Collaboration Agreement stated..

That the Company has planned group housing project / Scheme on the said Land under the name & style of The Imperial and got sanctioned Lay-out Plans for the said Development Scheme from Ghaziabad Development Authority vide letter No. 226/MP/15 Zone 4, Sanction Map No.970/GH/1243 dated 20/3/2015. In terms of the approvals and exemptions as accorded to the Company by the Uttar Pradesh Government, the Company is entitled and has planned to develop and promote a residential group housing project by the name of '**Gulmohar Vasant**' but for the marketing and promotional purpose the Company is using the name "**The Imperial**" (hereinafter referred as "Project") on the "said Land" and offered the same for allotment/ sale on the terms & conditions broadly and generally contained herein.

That the names 'Gulmohar Vasant' and 'The Imperial' may be used interchangeably.

The company is authorized to execute sale deed of the apartments for the super built-up area in favour of its allottee(s) on the terms & conditions of booking application, allotment letter.

- B. THAT the Company planned development of a Residential Group Housing Project on the said land under the name and style of The Imperial, comprising of residential flats as per the

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Lay-out Plans sanctioned by Ghaziabad Development Authority (hereinafter referred to as the "said Lay-out / Scheme")

- C. That the Company is developing a residential Complex in the said Lay-out / Scheme under the name and style of THE IMPERIAL ( hereinafter Complex / Project) comprising of several apartments / flats on various floors and offered the same for allotment / sale on terms & conditions broadly and generally contained therein.
- D. That the Allottee who is interested in allotment of / acquiring a Flat in the said Complex THE IMPERIAL which is under construction, has taken inspection of the site, Lay-out Plan and Flat Layout Plans, designs & specifications and other documents of the project and has understood and satisfied himself about the right, title and interest of the Company in the said land and the rights of the Company to develop, construct, market, allot / sell Flats / apartments in the said Complex. The rules and regulations, laws applicable to the said Lay-out Scheme/Complex, terms and conditions of allotment / sale of Flats in the said Complex, obligations and limitations of the Allottee in respect thereof have been explained by the Company and understood by the Allottee and there shall not be any objection by the Allottee in this respect in future . The Allottee acknowledges and confirms that the Company has readily provided all information / clarification as required by him and he has relied solely on his own judgment and investigation in deciding to apply for and accept allotment of said Flat.
- E. That as per the layout plan it is envisaged that the apartment on all the floors shall be sold as an independent apartment with impartial and undivided shares in the land area underneath the Plot. The undivided share in the land shall be calculated on pro-rata basis of the super built up area of the apartment. It is clarified that only the allottee(s) of the apartment of a particular floor/block will have an undivided interest in common facilities for dwelling units of individual floor/block.
- F. AND WHEREAS the Allottee above named, after satisfying himself and agreeing to the terms and conditions as set out in the Application Form for Allotment has applied to the Company for allotment of a Flat proposed to be constructed vide Flat No.\_\_\_\_\_ having Super Built-up Area\_\_\_\_\_Sq. Mtr. i.e. \_\_\_\_\_ Sq. ft. more or less in the Complex The Imperial, situated at 80 ft wide main road namely Vasant Road, opp. Urmil Motors, Nehru Nagar Ghaziabad Ghaziabad.
- G. AND WHEREAS the Company, relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms , conditions and stipulations in letter and in spirit contained in this Flat Allotment Letter has accepted in good faith his application for allotment of a Flat in the said Complex on the terms and conditions appearing hereinafter.
- H. **AND WHEREAS** the Allottee has fully satisfied himself as to the right/title of the Owner / Developer over the said land, building plans and all other documents relating to the title, competency and other relevant details and has read the contents, development plan for project and facilities in favour of the Owner / Developer. The Allottee has confirmed to the Owner / Developer that he is entering into this Agreement with full knowledge of all the terms and

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conditions contained in this Agreement and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

- I. **AND WHEREAS** the Allottee has represented that he has applied for allotment with full knowledge of all notifications, approvals, exemptions and permissions accorded by the Government have been inspected and understood by the Allottee along with all relevant documents and papers pertaining to the Project. The Allottee has fully satisfied himself / herself / themselves/ itself as to the title of the Company to the Said Land, its marketability and right and authority of the Company to develop, promote and make the Project on the Said Land and to sell Flats to any party (s) whatsoever in terms of the permission granted and the applicable Acts and the rules and regulations promulgated there under. Being fully satisfied the Allottee agrees and undertakes that no further investigations are required regarding the title, right and authority of the Company and that no objections, challenges or queries shall be raised by the Allottee at any time in future and for whatsoever reasons in regard to the title and rights of the Company.
- J. That the allottee(s) has/have seen all the documents of titles & plan of the project has been displayed at the site office of the project & the corporate office of the company. The brochure flat is not in accordance to the structural drawings of the building hence as 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. The specifications of actual construction are duly specified in the brochure and also forming the part of this allotment letter. The Brochure is purely conceptual and not a legal offering. The promoters reserve the right to add/delete any details/specification/elevation mentioned in the Brochure. All floor plans, site map specifications, amenities, facilities and perspective views are tentative in nature and are subject to change/revision.
- K. That the allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the company may make such changes, modification, alternations and additions therein as may be deemed necessary or many be required to be done by the company, the Government/GHAZIABAD DEVELOPMENT AUTHORITY or any other local authority or body having jurisdictions.

The permissible FAR shall be as per the prevailing Building Byelaws of the GHAZIABAD DEVELOPMENT AUTHORITY which comprises of limited nos. of the apartments/flats in proportionate to the population density. Thereafter additional purchasable FAR, compoundable FAR and Building FAR etc shall be permissible as per the Authority's regulations time to time. Also that in the eventuality of change in FAR the company shall have the right to explore the terrace or by adding new towers to achieve the enhanced FAR. That the company can make any type of change in layout/elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the company and by signing this allotment letter and terms & conditions, it shall be presumed all time consent of the allottee(s) for all which has been stated herein. That the intending allottee(s) will further provide undertaking Section 10 (b) of the Uttar Pradesh Apartment Act, 2010 **"Form "B"** along with this Allotment letter.

**For SVP Builders (India) Ltd.**

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**Allottee(s)**

The Allottee have no issue, complains or problem, if the company goes for any changes in plans, floors, increase in FAR or increase in no. of tower, increase in ground coverage or increase in drawing as resubmission or purchasable FAR plan or compounding plan.

NOW THEREFORE THIS ALLOTMENT LETTER WITNESSETH AND IT IS AGREED, UNDERSTOOD, ACCEPTED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. THAT in pursuance to the said application of the Allottee, the Company has allotted the Flat / apartment detailed below for a Sale Price of **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) + service tax as applicable from time to time, as more fully detailed as per Schedule of Payment in **Schedule - 'A'** hereinafter and the Allottee agrees to pay the same.

Note: The request for any change in construction/specification of any type in the apartment will not be entertained nor allottee can construct any wall on terrace or replacement of wall inside the flat in any manner.

**DETAILS OF FLAT allotted:**

Flat No. \_\_\_\_\_ on \_\_\_\_\_<sup>th</sup> floor at The Imperial, situated at 80 ft wide main road namely Vasant Road, opp. Urmil Motors, Nehru Nagar, Ghaziabad.

Super Built-up Area : \_\_\_\_\_ Sq. Ft (\_\_\_\_\_ Sq. Meters)

**1 sq. mtr. = 10.764 sq. ft.**

**Service tax will be applicable as per govt. norms from time to time.**

Type of Unit : \_\_\_\_\_ BHK

The Allottee has paid till date to the Company a sum of **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) inclusive of service tax and the Allottee hereby agrees to pay the balance sums payable as per said Schedule of Payment in Schedule 'A' annexed herewith.

2. The Allottee has seen and accepted the proposed plans, designs, dimensions, specifications and lay-outs of the said Flat/Complex/Lay-out Scheme as constructed and existing on the site and the Allottee shall not raise any objections or ignorance in this regard in future in case the company continues construction.
3. The Super Built-up Area, also known as Super Area of the said Flat shall comprise of the covered area of the said apartment including the entire area enclosed by its periphery walls including area under walls, columns & balconies and half the area of common walls with other premises/apartments which form integral part of said apartment and common areas shall means all such parts/areas in the entire said project which the allottee(s) shall use by sharing with other occupants of the said project including

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entrance lobby, electrical shafts, fire shafts, plumbing shafts and services ledges on all floors, common corridors, and passages, staircases, staircase shaft, munties, services area including but not limited to the machine rooms, security/fire control rooms, maintenance offices/stores etc. if provided.

Under Ground, Under Ground Water Tank, Boundary wall of Compound, Septic Tank, Walk ways, Open sports facilities, Weather Sheds, in accessible flowers beds & common open to sky terraces etc.

4. The Allottee hereby agrees that all unallotted/unsold Land / Flats constructed in the said Complex including Community Services Centre building shall continue to vest in the Company until the same or any part thereof is specifically transferred in any manner to any person and/or body or association and are specifically excluded from the scope of this Allotment and are not included in computation of super area in any manner. The Company shall solely have right and absolute authority to deal with such lands, areas, facilities and amenities in any manner including by way of sale, transfer, lease, or any other mode which the Company may deem fit in its sole discretion.

That the allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the company may make such changes, modifications, alternations, and additions therein as may be deemed necessary or may be required to be done by the company, the Government/GDA or any other local authority or body having jurisdictions. The Permissible FAR shall be as per the prevailing Building Byelaws of the GDA which comprises of limited nos. of the apartments/flats in proportionate to the population density. Thereafter additional purchasable FAR & compoundable FAR shall be permissible as per the authority's regulations time to time. Also that in the eventually of change in FAR the company shall have the right to explore the terrace or by adding new towers to achieve the enhanced FAR. That the company can make any type of change in layout/elevation/design/alteration in open spaces are or parking spaces etc. as and when required and deemed fit by the company and by signing this application and terms & conditions, it shall be presumed all time consent of the allottee(s) for all which has been stated herein. The intending allottee(s) will further provide undertaking/consent along with this Allotment Letter. (enclosed)

- A) That the schedules of installments as opted in the application form/mentioned in the allotment letter shall be final and binding over the allottee(s).

Note: In case reissuance of allotment letter, tripartite agreement, permission to mortgage or any other document is required and requested by the allottee(s) or bank/financial institution for any reason, the company has sole right to reissue them or reject the application of reissuance. If/whenever they are reissued by the company, that shall attract a fee of Rs. 50/- per sq. ft every time along with service tax as applicable, as administrative charges and shall be payable by the allottee(s).

**For SVP Builders (India) Ltd.**

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- B) That the intending allottee has to pay the Preferential Location Charges (PLC), if applicable over the Flat booked by the allottee. However it is agreed that if PLC is not applicable at the time of booking and levied in future, then in that situation allottee has to pay PLC as and when demanded. And in case the PLC is paid by the allottee at the time of booking and removed due to any reason then the same shall be refunded by the Company to the allottee.
- C) That the schedule of payment/ installment is duly explained to the intending allottee(s) and is also mentioned herein the allotment letter. The payment on time shall be the responsibility of the intending allottee(s)/allottee(s), any separate demand letter to the installment falling due is not required to send by the company and that shall not be claimed as a right by the intending allottee(s)/allottee(s) or duty/obligations towards the company.
- D) That the allottee(s) and the family members / any other representative have a right to visit and inspect the premises during the course of construction subject to permission but while deriving this right the company 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 during construction or after constructions by the allottee(s) or any family member accompanying him/her.
- E) That the allottee & co-allottee (if any) will have equal share in the apartment 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) booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern.

The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstance there will be a time limit of maximum up to two months there after the company can cancel the said allotment and the allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancelation there will be a deduction of 10% of the cost of the apartment. The forfeited amount is the reasonable pre-estimated loss suffered by company by reason of applicant breach in non complying with it's obligation.

- F) That any alternation/modification as the company deem fit or as directed by any competent authority (ies) resulting + / -10% or more change in the super built-up area of the apartment including terrace/balconies and the change in the enhanced cost of apartment. The allottee(s) have to pay that amount to the company. The allottee(s) have to give his/her/their consent or objection within 30 days from date of such notice. In case the allottee(s) doesn't give consent and objects for such change the allotment shall be cancelled and the company will refund the amount deposited by the allottee after deducting 10% of the Flat Value, without any interest. No other claim of the allottee(s) shall be considered in this regard.

**For SVP Builders (India) Ltd.**

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- G)** That if for any reason whether within or out of the control of the company whole or part of scheme is abandoned no claim shall be preferred except that the money received from the allottee(s) will be refunded, in full, without any interest.
- H)** That a written intimation for completion of apartment will be sent to the allottee(s) and a fit-out-period of one quarter will commence from the date of “Offer of Possession”. The said “Fit Out Period” is in order to facilitate the allottee(s) to complying with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of sale deed etc. The final touch i.e. installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said Fit-Out-Period and after the registration of sale deed of the apartment only. After the registration of sale deed the allottee(s) shall be considered as the owner(s) of the apartment. The final touch will take 20 to 30 days for an individual apartment.
- I)** The final touch to the apartment shall be given after the registration of sale deed and the consent of the allottee(s) shall be presumed that the keys of the apartment were given for the final touch. The allottee(s) have to take over the keys back after completing the job of final touch and on the date which was confirmed to the allottee(s). In case the allottee(s) delays in taking over the keys back after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee(s) even then the keys of the apartment were not been taken back.
- J)** That in case the allottee(s) reaches in last of fit out period where the scope of 20 to 30 days for final touch does not remain left, then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter “offer of possession”, since it is a large project having numbers of buildings/towers. The construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all phases. As such allottee must take the possession of apartment as soon as it is made available for possession.
- K)** That if there is delay in handing over the possession of apartment beyond 6 months from the proposed dated of possession due to any reasons(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @ Rs. 5/- per sq. ft. per month for the super built-up area of the apartment for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned allottee(s) were received in time. Vice-versa the penalty of Rs. 5/- per sq. ft. on delay in taking in possession shall also be applicable over the allottee(s) and payable by the allottee(s), if the allottee(s) does not process with the requisite compliance as per the letter of “Offer for Possession. The said penalty shall commence from the date of expiry of Fit-out-period. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount

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without any interest and as per the terms & condition of the company shall be entitled and entertained. Further in case of Bank loan the due amount will be refunded to the bank and balance amount will be refunded to the allottee(s) without any further consent.

- L) That there will be defect liability period of two years as per Apartment Act, 2010. Chapter-II, Clause 4(8), from the date of offer of possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrap page in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the company shall co-operative with the purchaser in sorting out the issue with manufacturer.
- M) That it is hereby agreed, understood and declared that the company may take construction finance/demand loan for construction of the above said complex from the banks/financial institutions after mortgaging the land/apartment of the said complex. However, the sale deed in respect of apartment in favour of allottee(s) will be executed and registered free from all encumbrances.
5. That the Allottee shall make timely payments of all amounts payable for allotment of this Flat as per Schedule of Payments detailed in Schedule 'A' whether demanded or not by the Company and without any reminders from the Company through Account Payee Cheques/ Demand Drafts in favour of “**SVP Builders (India) Ltd.**” payable at Ghaziabad. No outstation cheques shall be accepted.
6. The Company has made allotment of said Flat on the condition that out of the amounts paid/payable by the Allottee for the said Flat, 10% of Sale Price of said Flat shall always be deemed and treated as earnest money paid / payable by the Allottee, to ensure fulfillment by the Allottee of the terms and conditions as contained in this Flat Allotment Letter.
7. The Allottee hereinafter agrees to comply with all legal requirements for purchase of immovable property wherever applicable and to sign all requisite application forms, affidavits, undertakings, any other papers / documents etc. in this regard. The Allottee also agrees to comply with requirements of the Income Tax Act, 1961, as applicable, if any and he alone shall be responsible for consequences due to his failure to comply with same.
8. The Allottee, if resident outside India, shall solely be responsible for complying with necessary formalities as laid down in Foreign Exchange Management Act, 2001, Reserve Bank of India Act and Rules made there under, and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. Whenever there is any change in residential status of the Allottee hereinafter, the Allottee agrees to intimate the same in writing to the Company immediately.
9. The Allottee authorizes the Company to adjust/appropriate all payments made by him under any head(s) of any dues outstanding in his name as the Company may in its sole discretion
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deem fit and the Allottee undertakes not to object/demand/direct the Company to adjust such payments in any manner otherwise than decided by the Company in its sole discretion.

10. Timely payment of the consideration payable for acquiring said Flat as per Schedule of Payments Schedule 'A' along with all other payments such as applicable Stamp Duty, Registration Fee including documentation charges & incidental expenses, Interest Free Security for Facilities Management (IFSFM), Advance Maintenance Charges, Individual Meter Connection charges, Community Services Centre (Club) Membership Charges, Power Back-up System Installation Charges (through common DG set), and all other charges as stipulated in Schedule 'A' is the essence of this Flat Allotment, which must be paid on or before due dates or as and when demanded by the Company, as the case may be, and also to perform and observe all other obligations by the Allottee under this Flat Allotment. It is clearly agreed and understood by the Allottee that it shall not be obligatory on part of the Company to send demand notices/reminders regarding payments to be made by the Allottee as per Schedule of Payments (Schedule 'A') or obligations to be performed by the Allottee in terms of this Allotment. In case of delayed payments the allottee shall pay to the Company interest @ 18% p.a. compounded every month on all amounts which become due and payable by the allottee under this Flat Allotment Letter.
11. In case the Allottee fails to make payment as per Schedule of Payment (Schedule 'A') together with interest @ 18% p.a. within 30 days from date said amounts become payable and/or committing default twice in payment on due date and/or on the Allottee committing breach of any of terms and conditions contained herein, the Company shall be entitled at its own option to cancel and terminate this Allotment in which event, all rights and interest of the Allottee in said Flat shall stand extinguished and the Allottee shall have no further right, claim over said Flat and the Company shall be entitled to allot the said Flat to any other person(s) at the risk and cost of the Allottee. The Company shall also be entitled to forfeit the earnest money being 10% (ten percent) of Basic Sale Price of said Flat as liquidated damages together with interest for overdue payments, any brokerages and EMI Subventions paid/payable and any other charges due and any costs, expenses and damages incurred by the Company in relation to said Flat due to this cancellation, out of total sum paid by the Allottee and to refund the balance amount, if any, paid over and above forfeited amount without interest after 120 days from date of cancellation of allotment. It is agreed and accepted by the Allottee that forfeiture of earnest money and other dues is just, proper and reasonable. However in exceptional and genuine circumstances, the Company, may at its sole discretion, condone the said delay in payment by charging interest @18% per annum compounded monthly and restore allotment of the said Flat to the Allottee. In case the allotment is cancelled by the Company and said Flat is allotted to some other persons then the Company may at its sole discretion offer alternate Flat, if available, on such revised price and / or such terms and conditions as may be decided by the Company.
12. It is agreed understood and accepted by the Allottee that the provision of acceptance of interest on late payments by the Company shall under no circumstances be construed to mean any general relaxation in payment of future dues of the Company by the Allottee or any amendment in the terms of payment or to cause any prejudice in any way to right of the Company to take action under the terms of this Flat Allotment Letter, since timely payments

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as set out in Schedule of Payments in Schedule 'A' annexed herewith shall always remain the essence of this Flat Allotment.

13. In the event of failure of the Allottee to perform his obligations or fulfill all the terms and conditions set out in the application, and this Flat Allotment Letter accepted by the Allottee including but not limited to occurrence of any event of default as described in **Clause (16)** below or in event of failure of the Allottee to sign and return this Flat Allotment Letter in its original form to the Company within 15 (fifteen) days from date of its dispatch or intimation to said effect by the Company, the Allottee hereby authorizes the Company to cancel this Flat Allotment Letter and to forfeit out of the amounts paid/payable by him, the earnest money as aforementioned together with any interest, brokerages and EMI Subventions paid, due or payable, other amounts of non-refundable nature and any costs, expenses and damages incurred by the Company in relation to said Flat due to this cancellation.
14. It is made clear to the Allottee that all defaults, breaches and /or non-compliance of any of the terms and conditions of this Flat Allotment Letter shall be deemed to be events of default, liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are illustrative and are not exhaustive:
  - i) Failure to make payments within the time as stipulated in Schedule of Payments as given in Schedule 'A' and failure to pay stamp duty, legal, registration and other incidental charges, Advance Maintenance Charges, Interest Free Security Deposit for Facilities Management as demanded by the Company, deposits and charges for electricity connection, deposits and charges for various municipal and other services like water supply, sewage and drainage connections, any other charges, taxes etc. and any increases in respect thereof as may be notified by the Company to the Allottee under the terms of this Flat Allotment Letter and all other defaults of similar nature.
  - ii) Failure to perform and observe any or all of the Allottee's obligations as set forth in this Flat Allotment Letter or if the Allottee fails to execute any other deed / document / undertakings / indemnities etc. or to perform any other obligation, if any set forth in any other document with the Company in relation to said Flat.
  - iii) Failure to settle accounts and make all due payments and take possession of said Flat within the time stipulated by the Company in its notice.
  - iv) Failure to execute conveyance deed within the time stipulated by the Company in its notice.
  - v) Failure to execute Tripartite Complex Maintenance & Management Agreement.
  - vi) Failure pursuant to a request by the Company to become a member of the Association of Flat Owners of the said Complex or to pay subscription charges etc, as may be required by the Company or Association of Flat owners, as the case may be.
  - vii) Assignment of this Flat Allotment Letter / Flat Allotment or any part thereof without prior written consent of the Company.

**For SVP Builders (India) Ltd.**

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- viii) Dishonor of any cheque(s), given by Allottee for any reason whatsoever.
  - ix) Termination / cancellation of any agreement between HFI / Bank and the Allottee for grant of housing loan for purchase of said Flat, which the Company has also been required by the HFI / Bank to sign and execute as developer / builder.
  - x) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Flat Allotment Letter, any other undertaking, affidavit/ agreement/ indemnity etc. or as demanded by the Company which in the opinion of the Company amounts to an event of default and the Allottee agrees and confirms that the decision of the Company in this regard shall be final and binding on the Allottee.
15. If any one or more of events of default of or under this Flat Allotment Letter continue including but not limited to those specified hereinabove for more than 30 days, this Flat Allotment Letter shall automatically be deemed to be canceled and shall be deemed null and void without any notice and the Company shall have right to retain, as and for liquidated damages, entire earnest money as specified in this Flat Allotment Letter along with interest @ 18% p.a. on delayed payments, brokerages, EMI Subventions paid or due to be payable, any interest paid or due to be payable, any other amount of non-refundable nature and all charges, interests, losses and damages incurred by the Company due to this cancellation. The Allottee agrees that upon such cancellation of this Flat Allotment Letter, the Company will be released and discharged of all liabilities and obligations under this Flat Allotment Letter and the Allottee hereby agrees that the Company shall be entitled to allot said Flat to any other person or deal with the same in any other manner as the Company may in its sole discretion deem fit as if this Flat Allotment had never been made and without accounting to the Allottee for any of the proceeds of such re-allotment. In the event of deemed cancellation of this Flat Allotment, as aforesaid, the allottee shall be left with no right, interest or lien over said Flat in any manner whatsoever and any amount which shall be refundable to the Allottee over and above amounts retained as and for liquidated damages as described above, shall be refunded by the Company only after realizing such refundable amount on further re-allotment to any other party and shall be refunded without any interest or compensation of whatsoever nature.
16. The Allottee agrees that the conditions for forfeiture of earnest money and other liquidated damages shall remain valid and effective till execution and registration of conveyance/sale deed for said Flat and that the Allottee hereby authorizes the Company to effect such forfeiture and the Allottee has agreed to this condition to indicate his commitment to faithfully abide by all terms and conditions contained in his application and this Flat Allotment Letter.
17. It is clarified by the Company and agreed and confirmed by the Allottee that until possession / deemed possession of the said Flat is given to the Allottee and/or Conveyance /Sale Deed is executed and registered in his favour, the title and ownership of said Flat shall remain with the Company and all payments received against this Flat Allotment shall be treated as part payment / advance payment towards consideration payable for purchase / acquisition by the Allottee and for sale, transfer and conveyance by the Company of said Flat, Transfer of Property Act, 1908 or any other law enacted for the said purpose. It is further clarified that this Allotment is for the purposes of transfer/ sale of under construction / completed ready-

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built Flat. The Company shall always continue to be the owner of said Flat until all sums payable in terms of this Flat Allotment Letter are paid and the Conveyance Deed is executed in favour of the Allottee. In event of failure by the Allottee to pay on time such sums as are due under this Flat Allotment Letter, the Company shall be entitled to cancel this Flat Allotment and re-allot the said Flat to any other person, forfeit earnest money and recover over due interest and other dues from the Allottee.

18. The materials, fittings, fixtures, equipment and amenities used / provided / installed in the said Flat / Complex/ Lay-out Scheme by the Company generally conform to specifications or equivalent detailed in Schedule 'B' or their equivalent. And the Allottee shall have no claim against the Company in this respect. The specifications of actual construction are duly specified in the brochure and also forming part of allotment letter. The brochure is purely conceptual and not a legal offering.
19. The Company has provided internal services within peripheral limits of the said Complex, which inter alia include (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of internal electric lines. However, it is understood that, all external or peripheral / trunk / municipal services, such as provision of, water supply lines, sewer and storm water drains, roads, electric power supply connection are to be provided by the Government or the concerned Local Authority upto the periphery of the Complex who alone shall be responsible for all consequences arising out of delay or failure to do so.
20. All expenses incurred and charges & fees paid to any Govt. body for providing sewage, drainage, water supply, and electric power supply connections to the Complex will be paid extra by the allottee on pro-rata sharing basis. Individual electric meter connection charges will be payable at the time of possession.
21. It is hereby confirmed by the Company that GAC / External Development Charges and all other charges as demanded by Ghaziabad Development Authority against the said Lay-out Scheme/ Flat at the time of sanction will be / have been paid by the Company. However, any increase hereinafter in External Development Charges and other charges is demanded by GDA or any additional levies, cess, rates, taxes, demands, charges, fees, metro cess, labour cess etc. are levied in future on the said Lay-out Scheme / Flat, the same shall be borne and paid by the Allottee on pro-rata basis . If such charges are assessed and levied (with retrospective effect ) even after the sale deed has been executed, then such charges shall be treated as unpaid sale price of said Flat and the Company shall have first charge / lien on said Flat for recovery of such charges from the Flat Allottees. The decision of the Company in this regard shall be final, conclusive and binding upon the Allottee.
22. That in case the Allottee desires to avail housing loan / finance for purchase of said Flat, the responsibility of getting the loan sanctioned and disbursed as per Company's Schedule of Payments given in Schedule 'A' shall rest exclusively on the Allottee and the terms of the financing agency shall be binding and applicable exclusively upon the Allottee only. In the event of loan not being sanctioned or disbursement getting delayed, timely payment to the Company as per Schedule of Payment Schedule 'A' shall be responsibility of the Allottee. .

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23. THAT the Allottee further covenants that he shall not sell, transfer, assign or part with his rights to purchase / acquire said Flat under this Allotment Letter until all the sums payable by him to the Company are fully paid. It is clearly understood and agreed by the Allottee that this Allotment Letter or any interest of the Allottee in this Flat Allotment and said Flat is not assignable and shall not be assigned by him without prior written consent of the Company which may be given by the Company subject to applicable laws and notifications and further subject to such terms, conditions fees and charges as the Company may impose.
24. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Company shall always be kept indemnified against all consequences arising out of such assignment. Any change in name of the registered Allottee with the Company shall be deemed as transfer or assignment for this purpose.
25. The Allottee shall, within stipulated or any mutually extended period (hereinafter referred to as **Date for Possession**), take possession of the said Flat from the Company by settling the account and making payment of all balance dues under this Flat Allotment Letter including , Interest Free Security For Facilities Management, charges for Electric Meter Connection, Water Connection, Sewage Connection etc., Stamp Duty charges and incidental expenses (nominal documentation, legal and out of pocket expenses ) for registration of Sale/ Conveyance Deed and executing necessary indemnities, undertakings, Tripartite Complex Maintenance & Management Agreement and such other documentation as the Company may prescribe. The physical possession of the said Flat shall be given to the Allottee only after payment of all dues, settlement of account and completion of legal formalities as aforesaid.
26. If the Allottee fails to complete the aforesaid prescribed formalities and take possession of said Flat by the prescribed Date for Possession, then said Flat shall lie at the risk and cost of the Allottee. Further, the Company shall neither be liable nor shall be held liable/responsible for any eventuality mishap or happening within said Flat or thereto and the Company shall always be kept indemnified by the Allottee against all consequences due to his failure to take possession of said Flat by Date for Possession. The Allottee shall also be liable to pay holding charges from the date for possession @ Rs. 5/- per sq. ft. of the super area of said Flat per month for entire period of delay with overdue interest @ 18% per annum on total balance amount due and payable under this Allotment Letter along with applicable monthly maintenance charges for entire period of delay.
27. It is further agreed and accepted by the Allottee that if he fails to settle the account, complete all formalities and take possession of said Flat in the manner aforesaid even after expiry of 90 days from date for possession, then the Company in its sole discretion shall be entitled to cancel this Flat Allotment and to sell/ dispose the said Flat at the entire risk and cost of the Allottee to any other person on terms and conditions as the Company may in its sole discretion deem fit and after deduction of liquidated damages comprising of earnest money, overdue interest, taxes, levies, cess, holding charges, monthly maintenance charges and any other charges of non refundable nature and costs & expenses incurred by the Company in the said transaction, refund to the Allottee the balance from the sale proceeds thereof without interest and the Allottee shall have no right, interest and lien over the said Flat.

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28. That within reasonable time ( which may be between 6 -12 weeks) after settlement of account and payment of all dues in respect of said Flat under this Allotment Letter are made by the Allottee, a sale / conveyance deed shall be executed in favour of the Allottee in respect of said Flat, together with all easement rights including right of use and ingress and egress over roads, parks, open spaces and any other common areas and facilities within the said Complex, which right shall be subject to timely payment of maintenance charges to the Maintenance Agency/ Company or Owners Association or any such body entrusted with responsibility of maintaining the Complex.
29. It is agreed that after delivery of possession of said Flat the Allottee shall have no claim against the Company in respect of any item of work which may be said not to have been carried out or completed or for non compliance of any designs, specifications, building materials or for any reason what so ever. However, the Company shall rectify and repair to the extent as may be technically and practically feasible in normal course of work, any defect observed in the said Flat till possession, but the Company shall not be responsible for any defect or damage caused by any act of providence, insurrection, civil riot, third party, delay in taking possession or by occupants of the said Flat or occupants of adjoining Flats.
30. That the operation and maintenance of various common services and facilities in the said Complex is presently being organized by the Company through its own maintenance agency **Paramount Facilities and Services Pvt Ltd.** (hereinafter referred to as said Facilities Management Agency / FM Agency / Maintenance Agency) or any other outsourced agency in terms of separate Tripartite Maintenance Agreements executed between the Company, FM Agency and individual Flat Purchasers.
31. The FM Agency is organizing the Maintenance and General upkeep of the said Complex and Operation and Maintenance of Common Facilities and Services therein ( hereinafter also referred to as Common Area Maintenance and Management / CAMM) as per Scope of Common Area Maintenance and Management briefly described in Schedule 'C' attached herewith.
32. The Allottee shall be required to and hereby agrees to execute Tripartite Common Area Maintenance & Management Agreement with the said FM Agency and the Company before taking possession of said Flat, for managing and maintaining all common areas, services and facilities in the said Complex. The said Tripartite Common Area Maintenance & Management Agreement shall remain valid till such time it is terminated by the Company or the FM Agency or if the Common Area Maintenance and Management and common services and facilities are handed over to the Allottees/ Association of Allottees of the Complex. The Allottee further undertakes to abide by the terms and conditions of the Tripartite Common Area Maintenance & Management Agreement from time to time.
33. The Allottee agrees to pay such monthly Common Area Maintenance and Management Charges as are fixed by the Company and/or Owners Association to FM Agency appointed by the Company and/or Owners Association for maintenance of the Complex alongwith contribution towards Sinking Fund / Capital Equipment Replacement and Repairs Fund as

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May be fixed by the Company and/or Owners Association, together with Service Tax and / or any other taxes as applicable for the said Flat. The Company/ Owners Association/ FM Agency reserves the right to enhance the maintenance charges payable by way of further one time, annual or monthly charge, should the maintenance charges fall insufficient for the proper maintenance of the Complex.

Advance Maintenance Charges (AMC) @Rs.75/- per sq.ft or whatever company deems fit for a period of 30 months shall be payable at the time of possession or as demanded by the company.

34. The aforesaid Common Area Maintenance and Management Charges shall include costs and expenses of following services within the said Complex:

- i) Up keeping of common areas (i.e. sweeping of internal roads & cleaning of UGT & drains outside the Flat boundary).
- ii) Security of the Complex.
- iii) Operation and maintenance of common facilities excluding community services centre (club apartment) and pool.
- iv) Horticulture of common parks and green areas in the Complex.
- v) Annual Maintenance Contracts (non-comprehensive) for generators, lifts, pumps, STP and any other equipment installed in the Complex.
- vi) Administrative expenses including salaries of maintenance and other staff.
- vii) Supervision and Management costs and expenses of the FM Agency.

It is further agreed and confirmed by the parties that any maintenance required within the boundary wall of the Flat and services as mentioned below are not included in the Scope of Common Area Maintenance & Management Services.

- a. Seepage defects inside the Flats;
- b. Painting of the insides and outsides of Flats;
- c. Insurance of contents within the Flats;
- d. Run errand for payment of utility (telephone, electricity, gas etc) bills of Allottee;
- e. Porterage;
- f. Painting/ Polishing of main entrance door of Allottee Flat;
- g. Replacement of broken windowpanes;
- h. Cleaning of choked drain inside the Flat;
- i. Electricity, Plumbing or other mechanical faults inside the Flat;

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j. Repair / installation of Allottee owned electrical and plumbing equipments.

The above list of services is only illustrative and not exhaustive.

35. The recurring monthly / periodic cost / bills of grid electricity supply and generator power back up including operation and maintenance thereof (in case of DG set it shall include cost of lubricants, A – check, B – check and regular consumables) to the Flat of the Allottee, shall be borne and paid by the Allottee separately in advance on monthly / quarterly basis as billed based on actual expenses & transmission loss incurred on pro-rata basis and through pre paid system, which will be implemented by the Company in the Complex. Any request for increasing / decreasing the electrical / power back-up load shall be on the discretion of the Company only.
36. That as and when any plant and machinery within the said complex/said building, as the case may be including but not limited to lifts, DG Sets, electric sub-stations, pumps, fire fighting equipment, any other plant/equipment of capital nature etc. require replacement, up-gradation, additions etc. the cost thereof shall be contributed by the all the Flat Allottee in the said building said complex on pro-rate basis (i.e. in proportion to the Super Area/built up area of the said flat to the total Super Area/built up area of all the flats in the said building /said complex, as the case may be). The company or the maintenance company/agency shall have the sole authority to decide the necessity of such replacement, up gradation, addition etc. including its timings or cost thereof and the Flat Allottee agrees to abide by the same.
37. The Flat Allottee hereby agrees to purchase the said flat on the specific understanding that his/her right to the use of common areas and facilities within the said building /said complex and right to exclusive use to covered/open parking space, if allotted, shall be subject to timely payment of total maintenance charges demanded by the maintenance company/ agency/ prepaid card and performance by the Flat Allottee of all his/her obligations under this allotment letter and the tripartite maintenance allotment letter. If the maintenance charges are not paid by the Flat Allottee regularly and on or before its due date, then the Flat Allottee agrees that he/she shall have no right to use such common areas and facilities and Builder is at liberty to cut facility.
- 38.. The company reserves the right to give on lease or hire or make further constructions on a part of the top roof/terraces above the top floor excluding exclusive terraces forming a part of some flats of any of the building in the said complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement or any other purpose and the Flat Allottee agreed that he/she shall not object to the same and make any claims on this account.
39. The monthly/ periodic recurring cost/ bills of electricity, water, generator power back up for common areas and services, periodic charges payable to local bodies towards sewage, drainage and water connections are not included in the Maintenance Charges and shall be paid by the Allottee on pro rata basis as fixed by the Company/ Owners Association/ FM Agency.

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40. The Allottee also agrees to pay in advance contribution towards a Fund as fixed by the Company and/or Owners Association, for the purpose, as and when any capital equipment including but not limited to generating sets, lift, fire fighting arrangements, electric sub-station, VCB's, transformers, electric panels, electric cables, pumps, filtration plant, security systems, pre-paid electricity system ( if installed), sewage, drainage and water supply pipe lines, community services centre (club apartment) equipments or any other plant/ equipment of capital nature etc. requires servicing , repairs, replacement or up gradation, the cost thereof shall be met out of this Fund.
41. In addition to above, the Allottee has to pay a one time Membership Charge as per Schedule of Payment (Schedule-A) for Community Services Centre (Club) in the Complex. The Allottee is further required and agrees to pay such monthly/ quarterly/ yearly charges/ fees as may be fixed by the Company and/or Owners Association/ FM Agency from time to time for meeting the recurring costs and expenses for operation and maintenance of the Community Services Centre (Club) and Pool which are not included in Common Area Maintenance & Management Charges (Camm). The Allottee also agrees to abide by the rules and regulations formulated by the Company and/or Owners Association/ FM Agency for proper and disciplined management of the Community Services Centre (Club).
42. The construction is likely to be completed within 36 months from date of execution of Allotment Letter 6 months grace period, subject to force majeure circumstances & reasons beyond the control of the company. If the company fails to offer possession within the stipulated period, subject to reasonable delay of 6 months then the company may pay the Allottee(s) compensation up to a maximum of Rs.5/- per. Sq.ft on the area of the flat per month. Further if Allottee(s) fails to take the possession of apartment within "Fit Out Period" the penalty shall be charged @Rs.5/-per sq.ft per month from the date of expiry of "Fit Out Period" or as decided by the company. Thereafter the booking /allotment of apartment shall be treated as cancelled without any further notice. And the amount received shall be refunded without any interest, after forfeiting amount equivalent to 10 % of the Total Sale Value as per company's terms and conditions. All the major common facilities will be completed only after completion of construction of all the stages.
43. The Allottee undertakes to pay before possession to the Company / FM Agency, proportionate share as determined by the Company / FM Agency of all deposits and charges paid/ payable by the Company / FM Agency to UPPVNL /any other Body/ Commission/ Regulatory / Licensing Authority constituted by the Government of U.P. and expenses incurred for obtaining single point electric connection to the Complex for supply of electric power energy to Flats and Common areas in the Complex, failing which the same shall be treated as unpaid portion of the total price payable by the Allottee for the said Flat and the possession / conveyance of the said Flat shall be withheld by the Company till full payment thereof is received by the Company from the Allottee. Further the Allottee agrees that the Company shall be entitled to withhold electricity supply to the said Flat till full payment of such deposits, charges and expenses are received by the Company / FM Agency. Further, the

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Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's rights to apply for individual/direct electrical supply connection directly from UPPVNL, or any other body responsible for supply of electrical energy. An undertaking in this regard shall have to be signed and executed by the Allottee before taking possession of the said Flat or as and when demanded / required by the Company. The Flat Allottee agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company / FM Agency from time to time. The allottee shall also bear and pay the proportionate share of installation of pre-paid electricity supply system including actual transmission loss.

44. The Common Facilities in the Complex such as Community Services Centre (Club), pumps, generators, electric supply installations, other electro-mechanical equipments and their structures may be got insured against fire, earthquake, riots and civil commotion etc. by the FM Agency / Company under Fire & Special Perils Policy on behalf of all the allottees and the cost thereof shall be payable proportionately by the Allottee in addition to the CAMM Charges described above but it shall not include the individual Flat buildings and contents inside them. It shall be the responsibility of the Allottee to get his Flat building and /or the contents inside his Flat insured by him at his own cost.
45. In the event of accrual of any claim as a result of fire or any other extraneous perils as aforesaid for which insurance has been taken by the Company / FM Agency , the Allottee hereby authorizes the Company / FM Agency to lodge claim/s under the insurance policy and collect proceeds there under on behalf of the Allottee and Company / FM Agency for the respective rights and interests and further agrees that any discharges given by the Company / FM Agency to the Insurance Company, its agents and/or its representatives will be binding on the Allottee.
46. The Company / FM Agency shall organize the Common Area Maintenance and Management (CAMM), subject to timely payment of all maintenance charges and other charges as described above for all the allottees, for such period as is mutually agreed between the Company/ FM Agency and Flat Owners.
47. That maintenance of said Flat including all walls and partitions, sewers, drains , pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Allottee from date of possession / deemed possession. Further, the Allottee will neither himself do nor permit anything to be done which damages any part of shafts, adjacent unit/s, boundary walls, roads, common services etc. or violates the rules or bye-laws of Local Authorities or Association of Allottees / Residents Association.
48. That the lawns, parks and other common areas in the Complex are strictly neither permitted nor shall be used for organizing personal functions such as marriages, birthday parties etc. If any common space is provided in the Community Services Centre (Club) Building for organizing meetings and small routine family functions (excluding marriages), the same may be used by the Allottee for organizing such functions as may be permitted on payment of such charges as may be fixed by FM Agency / Company / Owners Association from time to time.

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49. The Allottee hereby agrees that his right to use of common areas and facilities in the Complex shall be subject to timely payment of CAMM Charges including contribution to Sinking Fund/ Capital Equipment Replacement and Repairs Fund and any other charges as billed by the FM Agency and performance by the Allottee of all his obligations under the Common Area Maintenance & Management Agreement. So long as maintenance and other related charges / contributions are paid regularly, as provided in these presents, the Allottee or anyone else lawfully claiming under him shall be entitled to usage of common facilities. In default of such payments, irrespective of the fact that the Allottee has deposited IFSFM, it shall not be open to the Allottee to claim usage of any rights of common facilities and that the Company/ FM Agency / Owners Association, in its sole discretion, shall be entitled to effect disconnection of services to defaulting Allottee(s), which may include disconnection of water, sewer, power and power back up connections and deny usage of any or all-common facilities within the Complex. The usage of such common facilities shall be restored as soon as the breach is rectified by the Allottee.
50. The Allottee further covenants and agrees to permit the authorized staff and workmen of the Company / FM Agency to enter into and upon said Flat or any part thereof at all reasonable hours to set right any defect in said Flat or the defects in Flats adjoining said Flat and for repairing, maintaining, cleaning, lighting and keeping in order and good condition service drains, pipes, cables etc. Any refusal by the Allottee to allow such entry into or upon his Flat or any part thereof will be deemed to be a violation of this Flat Allotment Letter and violation of right of easement and right of usage of common services and facilities of other Flat owners and the Allottee shall make himself liable for legal actions for said violation including disconnection of water, sewer, power back-up connections and denial of use of any or all common facilities within the Complex.
51. It is made clear that Common Area Maintenance & Management of said Complex shall be organized by FM Agency through various outside/ outsourced specialist agencies for different services under separate agreements / arrangements to be entered into with them. The responsibility of the Company and /or FM Agency will be limited only to the extent of organizing and coordinating with these Agencies, to the best of its ability as reasonably and practically possible and to monitor, subject to human failures, limitations and short comings, that the operation and functioning of these agencies is in conformity with the agreements / arrangements entered into with them and to change any agency if its performance is not found to be satisfactory.
52. The Watch & Ward Security of the Complex shall comprise of general security of the Complex, more particularly, regulation of entry and exit of people and vehicles in to the Complex to the extent practically possible and feasible. The responsibility of providing Watch & Ward Security services to said Complex shall be entrusted to an outsourced Security Agency appointed for the said purpose. It is hereby agreed , understood and accepted by the Allottee that the security agencies available in the market, including highly reputed ones, do not guarantee full proof safety and security of the Complex or Allottees residing in the Complex or their belongings and properties and do not accept any financial / criminal / civil liability whatsoever for any mishap in the Complex. It is further made clear and agreed and accepted by the Allottee herein that neither the Company nor the FM Agency shall have any

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financial / criminal / civil liability for any loss to life and property by reason of any theft, burglary, fire or any other incident of crime / mishap / accident occurring in or to the said Flat /Complex or any part thereof due to any lapse / failure / shortcoming on part of the staff of the security agency and / or Company / FM Agency.

53. The FM Agency and Company shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Flat of the said Allottee or other Flats / or Common Areas and facilities of the said Complex. The Allottee agrees to keep FM Agency and Company indemnified and harmless against any criminal / civil liability or any loss or damage that may be caused to FM Agency, Company, and other Allottees of the said Complex or their family members or any other persons or their properties in this regard.
54. The Company and FM Agency shall have no legal liabilities whatsoever arising from acts of omission, commission, negligence, and defaults of the aforesaid agencies in providing the stipulated / expected services. The Company and FM Agency shall not be liable for any default / deficiency in Common Area Maintenance & Management by reason of any force majeure circumstances, human failures and shortcomings or any other circumstances beyond their control. They shall also not be liable for any loss, damage or physical injury which may be caused to the Allottee or his family members, domestic staff, guests or any other persons / visitors on account of any human failure error or fault on the part of the employees of FM Agency or Company or employees of the any of the outsourced agencies providing services to the said Complex or by reason of any circumstances beyond their control. The Allottee agrees to keep the Company/ FM Agency and/or their employees indemnified against any criminal / civil action or liabilities arising out of above.
55. After possession and / or conveyance of the said Flat, if at any stage the Allottee decides to sell and / or transfer the said Flat, he shall be bound and obliged to clear and make payment of all CAMM charges and Bills which are outstanding and due and to obtain No Dues Certificate from the FM Agency. The Allottee shall inform to the FM Agency the names, address and other particulars of the new purchaser / assignee of the said Flat. In such sale / transfer, the Allottee shall have no right to obtain refund of the Interest Free Security Deposit for Facilities Management which shall stand transferred in the records of the Company and the FM Agency in the name of the new Purchaser / assignee of the said Flat who shall be deemed to be the Allottee in place and stead of the erstwhile Allottee.
56. THAT the Allottee agrees to become a member of any society, body corporate or owners association which may be formed comprising of Allottees / Owners of all Flats and other properties in the said Complex and to pay fees and subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Company for this purpose. Such Society/Association or Body Corporate shall be required to maintain common services and facilities provided in the said Complex upon handing over of the said common services and facilities to the association of allottees of the Complex. The Allottee shall be liable to pay membership fees or any other charges as applicable, as well as the maintenance charges to the said Association or Society as and when it is formed and whenever it takes over maintenance of the Complex.

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57. Until such time the Common Area Maintenance & Management is handed over to Owners Association / Society as hereinabove stated, the Allottee irrevocably agrees to abide by all rules and regulations framed or to be framed at any time and from time to time by the Company and / or FM Agency and generally to do all, any, every act the Company/ FM Agency may call upon the Allottee to do in the interest of the Complex and the allottees of the units in the Complex.
58. The Allottee further covenants and agrees:
- (i) (a) That the existing use of said Flat is residential. The Allottee shall, therefore, not use said Flat allotted herein for any illegal, commercial or immoral purpose or use it so as to cause nuisance, annoyance or risk to owners/occupiers of other Flats in the said Complex.
  - (b) That the Allottee shall carry out all internal repairs of said Flat at his own cost and maintain said Flat, its periphery walls and partition walls, floors, roof, sewers, drains, pipes and appurtenances thereto in the same good tenable repair, state, order and conditions in which delivered to him and to prevent any seepage, leakage, flooding or damage to adjoining / other Flats and common areas and facilities of the Complex. The Allottee further covenants to observe all rules and regulations of the Authority, municipal corporation/local body, and keep the Company and owners/occupiers of other Flats in the said Complex indemnified, secured and harmless against all costs, consequences and damages arising out of any breach, defaults or non-compliance of the same by the Allottee.
  - (c) The Allottee covenants with the Company and allottees of other Flats in the said Complex that he shall not at any time make any structural changes or demolish or cause to be demolished the said Flat or any part thereof nor will he at any time make or cause to be made any additions or alterations of whatever nature to the said Flat or any part thereof without sanction / approval of the Authority so as to ensure the structural safety of the Flats/ Building. The Allottee shall also not make any alternations/additions which may affect the facade of the building, including more specifically, the following:
    - i. No covering of balconies with grills / glazing
    - ii. No fixing of clothes hanging rails or wires outside balcony.
    - iii. No change of colour of paint of any external walls
    - iv. Any type of encroachment/ construction in the entire complex including roads, lobbies, roof etc. shall not be allowed.
    - v. Signboard, publicity or advertisement material outside the apartment or any other where in the common area shall not be permitted.

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- (d) THAT the Allottee shall not cause obstruction or hindrance of any nature in / to the roads, parks, open spaces and other common areas in the Complex and common services and facilities therein in any manner whatsoever nor shall do anything which may hinder/obstruct proper and uninterrupted use of such common areas/facilities by allottees of other Flats.
- (e) The Allottee agrees to observe and abide by all rules and regulations framed by the Company, FM Agency and/or Owners Association with regards to any or all the above covenants and use of said Flat and common areas and facilities in the said Complex.
- (f) That the Allottee shall not park his vehicle anywhere in the Complex where he is not authorized to do so. Further any vehicle parked on the road if permitted shall be done in a manner which will not cause obstruction to others.

59. Signage / Colour Scheme:-

The Allottee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external facade of the Said Residential Complex or anywhere on the exterior or on common areas or on roads/paths of the Said Residential Complex. The Allottee further under takes as follows:

- That Allottee shall not change the colour scheme of the exteriors of the doors / shutters.
- That Allottee shall not carry out any change in the exterior elevation or design of the Shop / Commercial space unit.
- That Allottee shall not do any activity that may deface the facade of the building.
- That Allottee shall distribute the electrical load in the Flat/ Unit in compliance with the electrical system installed by the developer.
- That Allottee shall not do any welding activity.

The Allottee agrees and acknowledges that he shall be solely / jointly and severally responsible and liable for any loss or damage caused on account of the breach of the aforementioned conditions.

- (ii) THAT in addition to charges payable as mentioned in Schedule 'A', all charges payable to various departments for obtaining service connections to said Flat like electricity, telephone, water etc. including security deposits for sanction and release of such connections as well as other expenses / charges pertaining thereto will be payable by the Allottee and the allottee agrees to pay the same.

- 60.. Fire Fighting:- The Fire Fighting equipment and Fire Prevention measures which are required within the flat and which become necessary on account of any interior decoration/partition or heat load created by flat allottee shall be installed by the Flat Allottee himself at his own cost and he will obtain necessary permission in this regard from the authority /authorities concerned. If any fire fighting equipment and the prevention measures are required to be

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**



installed subsequent to the initial sanction by any statutory authority/authorities or under any law or statute the cost thereof shall be additionally to the account of Flat Allottee.

61. The Allottee hereby undertakes to abide by all laws, rules, regulations, notifications, applicable to the said Complex / Scheme in general and the said Flat in particular and further undertakes that he shall keep the Company indemnified secured and harmless against all costs, consequences, damages arising out of / on account of non-compliance with said requirements, requisitions, demands and repairs. Until such time possession of the entire Complex is given as hereinafter stated, the Allottee irrevocably agrees to abide by all rules and regulations framed or to be framed at any time and from time to time by the Company and / or FM Agency and generally do all and every act that the Company may call upon the Allottee to do in the interest of said Complex and the allottees of other units therein.
62. THAT so long as the said Flat is not separately / individually assessed for purposes of Municipal Taxes etc. by Municipal Corporation/local body, municipal taxes as assessed, for the entire Complex, shall be paid proportionately by the Allottee as and when demanded by Company / FM Agency.
63. The Basic Sale Price / consideration for said Flat and other payments to be made under this Allotment Letter are exclusive of Service Tax, VAT / Works Contract Tax, labour cess and/or any other tax / levy / cess as may be applicable on the said Building / Complex are payable extra as applicable. Further all such taxes, duties and levies shall be payable by the Allottee even if such demand is raised by the authorities retrospectively after possession and / or registration of said Flat and such demands shall be treated as unpaid consideration of said Flat and the Company shall have first charge / lien on said Flat for recovery of such demands from the allottee.
64. It is understood, agreed and accepted by the Allottee that all the provisions contained herein and the obligations arising hereunder in respect of the said Flat / Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licensees and/or subsequent purchasers/nominees /assignees of the said Flat, as the said obligations go along with the said Flat for all intents and purposes.
65. If any provision of this Flat Allotment Letter shall be determined to be void or unenforceable under applicable law, such provision shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Flat Allotment and to the extent necessary to conform to applicable law and the remaining provisions of Flat Allotment Letter shall remain valid and enforceable as applicable at the time of this Flat Allotment.
66. The Allottee hereby covenants with the Company to pay from time to time and at all times the amounts which the Allottee is liable to pay under this Flat Allotment Letter and to observe and perform all the covenants and conditions contained in this Flat Allotment Letter and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against any loss or damages that the Company may suffer as a result of non-

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

payment, non-observance or non-performance of the covenants or conditions stipulated in this Flat Allotment Letter.

67. That any delay by the Company in enforcing terms of this Flat Allotment Letter or in exercising or omitting to exercise any right, power or remedy accruing to the Company upon any default under this Flat Allotment shall not be construed to be waiver on the part of the Company of any provisions nor shall impair any such right, power or remedy available to the Company.
68. Forwarding this Flat Allotment Letter to the Allottee by the Company does not create a binding obligation on part of the Company until the Allottee signs and executes and delivers this Flat Allotment Letter with all Schedules along with payments due as stipulated in Schedule of Payments in Schedule 'A' within 15 (fifteen) days from date of dispatch by the Company. In case of failure to do so, the application of the Allottee shall be treated as withdrawn, the provisional allotment if any made earlier shall be deemed to be canceled and the earnest money paid by the Allottee shall stand forfeited.
69. This Flat Allotment Letter along with all its schedules, is the only Flat Allotment Letter and constitutes the entire terms and conditions of allotment of said Flat to the Allottee by the Company and supersedes any and all previous understandings, agreements, correspondences or arrangements whether written or oral, if any, between the parties herein. This Flat Allotment Letter shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other marketing / sale documents. However, the terms and conditions of the application shall continue to prevail and be binding on the Allottee save and except in case where they are at variance with terms and conditions of this Flat Allotment Letter in which case terms and conditions of this Flat Allotment Letter shall prevail and shall supercede the terms and conditions contained in the Application. This Flat Allotment Letter or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing duly signed by both the parties which only shall be valid.
70. (i) That this Flat Allotment Letter has been signed and accepted by both the Parties in two copies in original and each party shall retain one copy which shall contain signatures in original of both parties.
- (ii) This Flat Allotment Letter will be complete only upon its signing by the Company through its Authorised Signatory at the Company's corporate office at Ghaziabad after both the copies duly signed and accepted by the Allottee are received by the Company within time stipulated hereinabove. Hence, this Flat Allotment Letter shall be deemed to have been signed and accepted at Ghaziabad even if the Allottee has signed the same at any place other than Ghaziabad.

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

71.. Apartment Ownership Law:- The Flat Allottee has confirmed and assured the company prior to entering into the allotment letter that he/she has read and understood the relevant apartment ownership laws and its implications thereof in relation to the various provisions of this allotment letter and the Flat Allottee has further confirmed that he/she is in full understanding of the allotment letter along with the provisions of this allotment letter in relation to such laws and shall comply, as and when applicable and from time to time, with the provisions of such law or any statutory amendments or modifications thereof or the provisions of any other law(s) dealing with the matter.

72... Miscellaneous:-

- (i) That in case the cost/ value of apartment booked/ allotted is Rs.50,00,000/-(Rupees Fifty Lac only) or more; in such a case each and every payment made or to be made by such applicant in whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such applicant and the total amount of TDS so deducted shall be deposited by such applicant to the credit of Central Govt. as it has been mandated through an amendment in the Income Tax Act, 1961, by inserting a new Sec 194-IA & notified by CBDT vide Notification No. S.O. 1404-E dated 31<sup>st</sup> May, 2013 applicable w.e.f. 1<sup>st</sup> June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the installment which is to be paid to the Builder/ Company/ seller in case the value of the property so purchased is Rs.50, 00,000 or more; and has to deposit that TDS amount to the credit of Central Govt. The credit of the same shall be reflected in the account of the said applicant once he/ she submits the proof of payment of "TDS on purchase of property" and issue to the Builder/ Company/ seller; TDS Certificate in Form-16B. Therefore, it is mandatory for the applicant to has a valid Permanent Account Number (PAN). For further details applicant may visit "[www.incometaxindia.gov.in](http://www.incometaxindia.gov.in)". Applicant is further requested to mention on the challan for payment of "TDS on purchasing of the property" and address of the company.

Applicant having NRI status or being foreign national shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/ considerations and acquisition of immovable assets in India. In case of such permission is refused or find lacking, the amount paid by the applicant will be refunded by the company without any interest and the allotment shall stand cancelled forthwith. The applicant undertakes to indemnify the company on such account.

- (ii) That, if any provision of this Agreement is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. It shall not render this Agreement void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

73. That all notices to be served on the Allottee under this Flat Allotment Letter and sent by the Company at the address of the Allottee given hereinabove shall be deemed to have been duly served on the Allottee. It shall be the responsibility of the Allottee to inform the Company by Registered (A.D.) Post about all subsequent changes, if any, in his address, failing which all communications and letters posted at the above address of the Allottee will be deemed to have been received by him at a time when those would ordinarily reach such address and the Allottee shall be fully liable for any default in payment and other consequences that may occur there from. In case of joint allottees, communications / notices shall be addressed / sent to the First Allottee only at the above address and shall be deemed to have been served on all the joint allottees.
74. All or any dispute arising out of or touching upon or in relation to the terms of this Flat Allotment Letter shall be settled amicably by mutual discussion failing which the same shall be referred to sole arbitration of a person appointed by the Company. The Allottee agrees and confirms that he shall have no objection to this appointment and decision of the arbitrator shall be final and binding on all the parties. The arbitration proceedings shall always be held at Ghaziabad and shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The Honourable Courts at Ghaziabad only shall have jurisdiction, unless courts at any other place are required by law, in all matters arising out of/touching and/or concerning this Flat Allotment Letter regardless of the place of execution of this Flat Allotment Letter which is deemed to be at Ghaziabad.

#### **ACCEPTANCE**

I/We have fully understood the terms and conditions, as mentioned hereinabove and also the terms and conditions of Allotment Letter & agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us. I/We opt for payment plan as per attached detachable sheet.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day, month and year first written hereinabove in presence of the following witnesses.

EXECUTED AND DELIVERED BY THE WITHIN NAMED

Signature\_\_\_\_\_

Name \_\_\_\_\_

FIRST ALLOTTEE

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

Signature \_\_\_\_\_

Name \_\_\_\_\_

SECOND ALLOTTEE

Signature \_\_\_\_\_

Name \_\_\_\_\_

THIRD ALLOTTEE

EXECUTED AND DELIVERED BY THE WITHIN NAMED

Witnesses:

For SVP Builders (India) Ltd.

1.

\_\_\_\_\_

Authorised Signatory

THE COMPANY

2.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

**Schedule 'A'****Schedule of Payment**

Name of First Allottee : \_\_\_\_\_

Name of Second Allottee : \_\_\_\_\_

Name of Third Allottee : -

Project & Location : **The Imperial**  
80 ft wide main road namely Vasant Road, opp. Urmil Motors, Nehru Nagar  
Ghaziabad

Type of Unit : \_\_\_\_\_ BHK

Flat No. : \_\_\_\_\_ on \_\_\_\_\_ Floor

Super Built-up Area : \_\_\_\_\_ Sft. (\_\_\_\_\_ Sq. Mtr)

**Payment Plan : Time Linked Plan**

**Statement of Amounts Payable**

• Basic Sale Price (BSP)	Rs. _____/-
• Floor Preferential Location Charges (F. PLC)	NIL
• View Preferential Location Charges (V. PLC)	NIL
<b>Total Payble (A)</b>	<b>Rs. _____/-</b>

(Rupees \_\_\_\_\_ only)

**Facility provided one covered car parking in basement.**

- Service Tax & any other Government Taxes as applicable will be charged extra.
- Other charges such as Registration Expenses, Stamp Duty, Legal Charges, Court Fee, Documentation Charges, any other extra work, sums payable on account of Advance Maintenance Charges, Individual Electric Meter connection, Power Back-up installation, Sewage & Water Connection etc. along with ancillary expenses shall become payable as and when demanded by the Company.

**For SVP Builders (India) Ltd.****(Authorised Signatories)****Allottee(s)**

**Schedule 'A' (Cont...)**

**Details of Payment Plan**

***Payment Plan*** : ***Time Linked Payment Plan***

**Stick the Payment plan sheet on this page.**

*Note: i) Service Tax & any other Government Taxes as applicable will be charged extra.*

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

**Schedule 'B'**

Tentative Layout Plan/ Map

Stick Here

1 SQ. MTR=10.764 SQ.FT.  
Map of the apartment is attached herewith.

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**



**THE IMPERIAL**

**SCOPE OF COMPLEX MAINTENANCE & MANAGEMENT**

The scope of Complex maintenance & management to be undertaken by **FM Agency** at The Imperial, would cover:

**A. MAINTENANCE AND SERVICES (FOR COMMON AREAS AND COMMON SERVICES)**

**1. Sanitation**

- 1.1 Sweeping of common areas outside the Flat within the Complex.
- 1.2 Collection of domestic refuse / garbage from the collection point as fixed by FM Agency.
- 1.3 Cleaning of external drains.

**2. Horticulture**

Regular maintenance and upkeep of parks, plantations, greenery, fountains etc, in the common areas within the complex.

**3. Water Supply**

- 3.1 Maintenance and operation of pumping sets – Pumping of water on need basis.
- 3.2 Maintenance, operation and upkeep of water distribution network within the common areas of the Complex including pipe lines, valves etc.

**4. Power Supply**

- 4.1 Maintenance of power distribution network including transformers, switch gears, panels, DG sets, cables etc. as required / permissible by UPPVNL.
- 4.2 Operation and maintenance of street lights and other common areas within the Complex as required / permissible by UPPVNL.

**5. Security**

Round the clock watch & ward security of the complex.

**6. Annual Maintenance Contracts of equipments installed in the Complex.**

**Note:** Services of electrician and plumber may be provided on a nominal charge basis subject to availability for attending to minor jobs within the Flat. Material necessary for rectification of these minor defects would have to be provided by the Flat occupants.

Any matter relating to municipal taxes, permissions, licenses required from any municipal/local body with respect to the individual Unit or the Complex as a whole except for common services, shall not be within scope of services to be provided by FM Agency/Company.

The above scope is only for indicative purpose. A detailed maintenance agreement shall be executed between the Company / FM Agency and the Flat owner which shall be the final & binding arrangement.

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

## **SPECIFICATIONS**

Structure		Earth Quake Resistant Structure.
Wall Finish	Internal	Plaster, P.O.P. & Plastic Emulsion paint in pastel color. Ceiling with Plastic Emulsion paint on POP punning.
	External	Weather proof attractive modern finishing.
Flooring	Drg. / Din.	Vitrified Tiles.
	Bed Rooms	Vitrified Tiles / Laminated Wood (master bedroom).
	Balconies	Anti-skid Tiles.
	Staircase	Designer Marble Flooring or equivalent.
Toilets	Walls	Ceramic Tiles upto 7' height.
	Flooring	Anti-skid Ceramic Tiles.
	Fittings	Hot & Cold water supply line. CP Fittings of standard make. Mirror.
	Sanitary ware	White/Pastel Colour Vitreous Ceramic Sanitary ware of Standard makes.
Kitchen	Platform	Granite Top with double bowl Kitchen Sink.
	Wall	2' Ceramic Tile dado above Platform.
	Flooring	Ceramic / Vitrified Tile.
	Fittings	Hot & Cold water supply line with CP fitting of standard make.
	Cabinets	Modular Kitchen Cabinet.
Windows		UPVC / Powder coated Aluminium Window frames & shutters with clear glass & wire mesh.
Doors	Internal	All Flush doors
	External	UPVC / Powder coated Aluminium Window frames & shutters with clear glass
	Main Door	Flush Doors with Veneer finish.
Electrical		Copper wiring in concealed PVC Conduits. Modular Switches of standard Make. TV & Telephone points in each bedroom & Drawing/Dining.
Water Supply		Water supply through bore well. Overhead water tank shall be provided.
Power Back-up	Internal	Power Back-up of shall be provided through central generator". Monthly running cost of the back-up power shall be payable extra.
	External Services within Complex	DG Set of suitable capacity for external colony lighting & Services shall be provided. Running cost shall be payable extra on monthly basis.
Wood work		Wooden Wardrobes in all the bedrooms.

# on extra Cost

- Note : 1) Color & Design of tiles may change subject to availability and discretion of the Company or any other competent authority.  
 2) Variation in colors/texture of vitrified tiles, marbles, granite and wood/wooden products may occur.  
 3) Company/ Developer / Competent Authority reserves the right to modify / alter the specification for the betterment of the Project.

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

Consent Letter

To,

M/s \_\_\_\_\_

Sir,

I have purchased Flat No. \_\_\_\_\_, Floor \_\_\_\_\_, Tower \_\_\_\_\_, in “**THE IMPERIAL**” built on land measuring 4010 sq. mtr., at Vasant Road, Opp. Urmil Motors, Nehru Nagar, Ghaziabad.

I have no objection, if developer purchases additional FAR from Authority. I will have *no issue, complains or problem, if the company goes for any changes in plans, floors, increase in FAR or increase in no. of tower, increase in ground coverage or increase in drawing as resubmission or purchasable FAR plan or compounding plan.*

*Thanking you,*

*Allottee/s*

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

Letter No: \_\_\_\_\_

Date: \_\_\_\_\_

To,

**MR.** \_\_\_\_\_ S/o \_\_\_\_\_

**MRS.** \_\_\_\_\_ W/o \_\_\_\_\_

**M/s** \_\_\_\_\_

Address \_\_\_\_\_.

**Subject: -** To provide the consent on proposed revised layout plan **which is subject to the approval of GHAZIABAD DEVELOPMENT AUTHORITY (GDA)**

Dear Sir,

We wish to inform you that the proposed revised layout plan of our **“THE IMPERIAL”** built on land measuring 4010 sq. mtr., at Vasant Road, Opp. Urmil Motors, Nehru Nagar, Ghaziabad is ready with us at our offices.

We have displayed all the layouts at our site office as well as our corporate office, including all layouts building plans/sanction/elevation etc & same are made available. In case any problem company's executive is there to assist you for explanation & make you understand about the same. Your consent in writing is require for our official record, therefore you are requested to provide the consent after due satisfaction.

In case, you feel that above said changes in the percentage of the undivided interest in the common areas & facilities are going to affect adversely your rights and interest, we are ready to refund the entire amount deposited by you against the booking of said apartment, the refund will be made without any deduction with bank interest.

Thanking You,

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

To,

The Director,  
M/s SVP Builders (India) Ltd.

Ref: - \_\_\_\_\_

Subject: - **Consent letter on proposed Revise Layout Plan of the Project THE  
IMPERIAL.**

**M/s.** \_\_\_\_\_

Address- \_\_\_\_\_.

have booked an apartment no \_\_\_\_\_ Floor, Flat Size (Super Area) \_\_\_\_\_ **Sq Ft**, in your esteemed project “THE IMPERIAL” built on land measuring 4010 sq. mtr., at Vasant Road, Opp. Urmil Motors, Nehru Nagar, Ghaziabad, Ghaziabad on dated \_\_\_\_\_.

I/we have given my/own consent on previous layout plans sanctioned by GHAZIABAD DEVELOPMENT AUTHORITY Dated \_\_\_\_\_, \_\_\_\_\_, respectively to your office on dated \_\_\_\_\_.

Further it is informed to me/us about the proposed revised layout plan. The present proposed revised layout have been explained to me/us by your executive and same has also seen and understood by me/us, and I/we have no objection with the changes in percentage of undivided interest in the common areas & facilities,

I/we/am are fully agreed with the same.

Therefore, I/we hereby give my consent on proposed revised layout plan dated\_\_\_\_\_.

Thanking You,

(Applicant name & sign)

(Co-Applicant name & sign)

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

**FORM "B"**

**Undertaking by the person acquiring apartment (Under Section 10(B) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.**

Office of GDA

I/We, \_\_\_\_\_

S/D/W/O \_\_\_\_\_

R/O \_\_\_\_\_

Acquired apartment no. \_\_\_\_\_ in the property \_\_\_\_\_ by \_\_\_\_\_ way of gift/ exchange/ purchase/ or otherwise or taking lease of an apartment from \_\_\_\_\_.

I hereby undertake to comply with the covenants, conditions and restrictions subject to which said apartment was owned by the aforesaid \_\_\_\_\_ before the date of transfer.

Further, I shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

**In presence of**

**Signature**

1)

2)

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

## **UNDERTAKING**

Office of M/s SVP Builders (India) Ltd.

I/We, \_\_\_\_\_

S/D/W/O \_\_\_\_\_

R/o \_\_\_\_\_

Acquired apartment no. \_\_\_\_\_ in the property

\_\_\_\_\_ by way of gift / exchange / purchase / or otherwise or taking lease of an apartment from Shri \_\_\_\_\_ before the date of transfer.

Further, I shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

**In presence of**

**Signature**

1)

2)

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**

**ENDORSEMENT / NOMINATION**

**(as per applicable law at that prevailing time)**

**Detail of Property:-** Flat No. \_\_\_\_\_, Floor \_\_\_\_\_, "THE IMPERIAL", situated at land measuring 4010 sq. mtr., Nehru Nagar, Ghaziabad.

**Transferor**

I/We hereby assign all the rights and liabilities under this allotment letter/ allotment in favour of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Transferee**

I/We hereby accept all the rights & all liabilities under this allotment letter/ allotment in favour of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Confirm:**

The above transfer has confirmed

Date:

**For SVP Builders (India) Ltd.**

**(Authorised Signatories)**

**Allottee(s)**