

1st Copy – Allottee(s)

2nd Copy – Company

ALLOTMENT LETTER

Sole Allottee :

Co- Allottee :

Booking Date :

Allotment Date :

Block / Tower :

Floor No. :

Apartment No. :

Type of Apartment :

Carpet area :

Payment Plan :

Mode of Booking :

Employee Name (Sales) :

Broker Name :

ALLOTMENT LETTER CUM BUILDER BUYER AGREEMENT

Allotment Date :

Place of Execution :- India

This Allotment is made by M/s Assotech Limited (Formerly known as Assotech Contracts (India) Limited), a company incorporated under The Companies Act, 1956 (hereinafter referred to as the "Company") having its Registered Office at 148-F, Pocket-1 V, Mayur Vihar. Phase-I, Delhi-110091 and Corporate Office at Assotech One, C-20/1A/1, Sector-62, Noida-201309 U.P. India, through its duly authorized signatory **Mr. Harsh Prashar** (PAN No-**AKPP4245P**), (Aadhar no. **218774500996**) authorized, dated 30 March 2015 hereinafter referred to as "**Company**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

If Allottee is Individual

1. **MR.** _____
S/o. _____
R/o. _____
PAN : _____
Aadhar No : _____
Mobile No. : _____
Email : _____

Sole Allottee
Photo

(SOLE ALLOTTEE)

AND

If Allottee is Individual

Co Allottee
Photo

(Co- ALLOTTEE)

1. MR. _____
S/o. _____
R/o. _____
PAN : _____
Aadhar No : _____
Mobile No. : _____
Email : _____

(The 'Sole Allottee' & 'Co-Allottee' shall be collectively known as '**Allottee(s)**', which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal heirs, assigns, etc.). For all intent and purposes as set out in this Allotment Letter, '**Singular**' includes '**Plural**' and '**Masculine**' includes '**Feminine**' gender.

If the Allottee is a company

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[If the Allottee is a Partnership Firm

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

If the Allottee is a HUF

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees). [Please insert details of other allottee(s), in case of more than one allottee]

WHEREAS, the Allottee has made a request made vide application no.....dated..... for booking of a Residential Apartment / Dwelling Unit in project known as '_____' situated at Plot No. _____ (U.P.) (hereinafter referred to as the '**said Project**').

AND WHEREAS, the Company has agreed to allot Apartment No _____ on _____ Floor, Type _____ (without roof rights) having a Carpet Area of _____ Sq. Ft., along with garage/closed parking no. _____ admeasuring _____ sq. feet in the _____ (Please insert the location of garage/closed parking) as applicable in law and prop rata share in the Common Areas ('**Common Areas**') as defined under clause (n) of section 2 of the Real Estate (regulation and Development) Act, 2016 ('**RERA**') (Hereinafter referred as '**Apartment**') in the said Project for total consideration of **Rs. _____/-**
(Rupees _____ only),
subject to terms and conditions, mentioned hereinafter.

The Consideration, Payment Plan & Schedule, Specifications and Unit Plan of the Apartment are detailed in

Annexure – A , B , C & D respectively.

The said Project is being developed and constructed by M/s Assotech Limited, a company registered under Companies Act 1956 and validly subsisting under the provisions of Companies Act 2013 having its Registered Office 148-F, Pocket-1 V, Mayur Vihar. Phase-I, Delhi-110091 and Corporate Office at Assotech One, C-20/1A/1, Sector-62, Noida-201309 U.P. India, (hereinafter referred to as '**Developer**' / '**Company**', which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal heirs, representatives, executors, administrators, assigns)

The Company has authorized **Mr. Harsh Prashar** (vide board resolution dated 30, March, 2015. to sign this Allotment on behalf of the Company as its Authorized Signatories. Besides, Annexure 'A.' & 'B' of this Allotment Letter, containing details of 'Unit Consideration' and 'Payment Plan & Schedule' have also been signed by the Director of the Company namely Mr. Sanjeev Srivastva.

TERMS & CONDITIONS

1. GENERAL

- a. The terms and conditions of this Allotment Letter cum Builder Buyer Agreement ('Agreement') are binding upon the Allottees(s).
- b. The Allottee(s) are advised to again carefully go through the 'Terms & Conditions' incorporated in this Agreement before signing each page of the same, so as to ensure that the Allottee(s) have fully understood the contents of this Allotment Letter, as well as their obligations and rights thereunder.
- c. The Allottee(s) shall be required to sign all the pages of this Agreement. Also, all pages of this Agreement shall be duly signed and stamped by the Company's authorized signatories.
- d. 02 (Two) sets of this Agreement shall be executed in original. 1st set of this Agreement shall be retained by the Company and 2nd set thereof shall be handed over to the Allottee(s).
- e. Except for signatures, all contents of this Agreement will be in printed format only and any handwritten changes or cuttings shall render this Agreement null and void. Use of correcting fluid shall not be allowed under any circumstances.
- f. This Agreement contains total _____ Pages including:
 - ✓ 01 Cover Page
 - ✓ ____ Stamp Paper
 - ✓ ____ Terms and Conditions of Allotment Letter
 - ✓ ____ Annexures
 - ✓ Affidavits and other undertakings by the Allottee

2. PROJECT DETAILS

- a. The Project is being raised and developed in name and style of **"The Nest"** on the free hold plot situated **NH-24, Crossings Republik. Ghaziabad. UP (NCR)** admeasuring **31857** Sq. Mt. (approx.), duly allotted by the **Crossings Republik Pvt. Ltd** vide sale deed executed and registered on **12th June'2008** in favor of the company **Assotech Limited** in document No **3423** Book No. **1** Volume **7438** at Pages **273 to 580** with Sub-Registrar, Ghaziabad ('hereinafter referred to as the 'Sale Deed').
- b. The Ghaziabad Development Authority has granted the commencement certificate to develop the project vide approval dated 29th May'2006 bearing no 1H/Ghaziabad/01 vide letter No,H/139 Niyojan April 2006.
- c. The Company has also obtained the final lay out plan approvals for the said Project, which may be subject to change in compliance with RERA and other laws as applicable.
- d. The said Project has been registered under the provisions of RERA with the Real Estate Regulatory Authority at Lucknow, Uttar Pradesh on **July, 30th 2017** bearing the registration no **UPRERAPRJ6102**.

3. DEVELOPER RIGHTS

- a. In terms of aforesaid said Sale Deed and approved building plan/s, the Company is duly authorized to use the land of the said Project for development and construction of :
 - ✓ Residential Apartments in various blocks / towers;
 - ✓ Commercial / Shopping Complex;
 - ✓ Club / Community Hall;
 - ✓ Other common amenities / facilities / conveniences including but not limited to open areas, Green Park, internal roads, parking, etc.
- b. The Company is also authorized to allot and execute Sale Deed in respect of residential apartments, commercial space and / or any other area within the said Project.
- c. The Company can allot, lease the unsold apartments to any individuals / firms / companies / institutions, etc.
- d. The Project name shall always be known as **“The NEST”**.
- e. Project Name, Logo of the project, Block name, Floor No., Apartment No., etc. as decided by the Company, shall not be changed, in future, under any circumstances by anyone including the Allottee(s), Tenants, Occupants, Transferees, Assignees, any of the constituted body / association, etc.

4. VERIFICATION / SATISFACTION ABOUT THE SAID PROJECT

- a. The Allottee(s) have been provided with all information & clarifications related to the said Project / Land at the time of booking of the Apartment.
- b. The Allottee(s) hereby acknowledge being aware of all the applicable laws, rules, regulations, notifications, policies, etc. applicable to the said Project / Land and undertake to abide by the same, in future, as well.
- c. The Allottee(s) have verified and are fully satisfied about the ownership records, title, interest, rights, and various other documents of the Company with respect to the said Project / land and Allottee(s) have understood all the limitations and obligations of the Company in respect thereof.
- d. The Allottee(s) undertake to comply with and remain bound by all Terms and Conditions contained in the Sale Deed executed between **Crossings Republik Pvt. Ltd** and the Company. If necessitated, the Allottee(s) may for their benefit or for any clarification may go through the ‘Sale Deed’ to satisfy themselves about the title of the Land.
- e. The Allottee(s) have seen, verified and satisfied themselves about :
 - ✓ Building Plans approved by Ghaziabad Development Authority;
 - ✓ Other relevant sanctions and permissions granted by the competent authorities;
 - ✓ Current construction stage of the said Project;

- ✓ Site Layout / Master Plan of the said Project;
- ✓ Unit Plan and Cluster Plan of respective blocks / towers;
- ✓ Location of the Apartment opted at the time of booking;
- ✓ Area calculations of the apartment;
- ✓ Specification of the Apartment (as detailed in 'Annexure –')

5. BOOKING OF AN APARTMENT

- a. The Allottee(s) acknowledge that they have relied on their own wisdom while applying for booking of an Apartment in the said Project and have not relied upon any oral representations, or statements etc. of any nature, whatsoever, whether made by the Company or any selling agents / brokers or otherwise.
- b. It is made clear that any commitment / representation made and / or information delivered by any of the channel partner / broker or their representatives to Allottee(s), which has not been mentioned in the brochure / Application Form / Agreement shall not carry any authorization made on behalf of the Company.

6. ALLOTTEE(S) RIGHTS FOR ALOTTED APARTMENT

- a. The Apartment will be allotted as an 'Independent Apartment / Dwelling Unit':
 - ✓ The Allottee/s shall have the exclusive ownership of the Apartment;
 - ✓ Proportionate Undivided interest in common areas and facilities necessary for adequate use and enjoyment thereof along with all easements, privileges, rights and benefits attached thereto;
 - ✓ The Allottee/s shall use the Common Areas with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. Further, the right of Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. The Company shall convey undivided proportionate title in the common areas to the association of allottees as provided in The Uttar Pradesh Real Estate (Regulation and Development Rules), 2016 read with The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) (Amendment), Act, 2016 or any other applicable laws in force (hereinafter collectively referred to as 'Applicable Laws').
 - ✓ The Apartment along with the garage/closed parking shall be treated as a single indivisible unit for all purposes.
- b. The Sole Allottee & Co-Allottee (if any) will have equal interest / rights in the Apartment.
- c. It is understood by the Allottee/s that all other areas i.e. areas and facilities falling outside the Project, namely 'The Nest' shall not form a part of the declaration to be filed with competent authority in accordance with the Applicable Laws.

7. APARTMENT USAGE

- a. The Allottee(s) hereby covenant that they shall use the Apartment allotted to him/her/them for residential purposes only.
- b. The Allottee(s) shall not use the Apartment for any commercial activities.
- c. The Allottee(s) shall not cause nuisance or annoyance by any means to other Allottee(s) / Occupants of the Project.
- d. The Allottee(s) undertake not to use the Apartment for any illegal / immoral / offensive activities.

8. OWNERSHIP RIGHTS

- a. Till execution and registration of 'Sale Deed' in favour of the Allottee(s), the ownership rights, title, interest in the Apartment shall continue to remain with the Company.
- b. Accordingly, transfer of ownership shall be deemed to have affected only on execution and registration of the 'Sale Deed' in favour of Allottee(s).
- c. The title of the Apartment together with the proportionate indivisible share in the Common Areas shall be conveyed in the favour of Allottee by the Company within 3 months of occupancy certificate , subject to receipt of complete amount of the price of the Apartment from the Allottee . However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the company to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues are paid. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities.

9. APARTMENT SPECIFICATION

- a. Specifications of various items used for development of the Apartment have been specified in 'Annexure – ' of this Allotment Letter.

10. TOTAL CONSIDERATION

- a. The Total Consideration of the Apartment has been calculated on the basis of Carpet Area and also includes the cost for developing all common areas and facilities which are accessible by the Allottee in the said Project. The detailed break up is annexed hereto as **Annexure-___** .
- b. The Company will confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be re-calculated upon confirmation by the Company. The Allottee may be called

upon to pay extra amount if there is an increase in the carpet area allotted to the Allottee. Similarly if the carpet area is decreased, the Company shall refund the excess amount accordingly.

11. PRICE ESCALATION

- a. The settled rates (Per Sq. Ft.) as agreed in **Annexure ' _____ '** of this Agreement for the Apartment shall remain fixed and shall not be subject to any escalation, except on account of any statutory order or escalation of rates by the Ghaziabad Authority.
- b. The Allottee understands and agrees that the total consideration may increase on account of development charges payable to the competent authority/ and or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Company will raise a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, however, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee.

12. TAXES & DUTIES

- a. The Total Price above includes Taxes (consisting of tax paid or payable by the Company by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by LLP, by whatever name called) up to the date of handing over the possession of the Unit to the Allottee and the said Project to the Association of Allottees (if applicable) or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee to LLP shall be increased / reduced based on such change/ modification:

- a. The Allottee(s) shall be liable to pay and fully indemnify the Company for all such claims and demands on the first demand as made by the Company without any protest or demur.

13. INTEREST FREE MAINTENANCE SECURITY (I.F.M.S.)

- a. Interest Free Maintenance Security (I.F.M.S.) @ Rs.per Sq. Ft. shall be payable by the Allottee(s) at the time of offer of possession, which shall continue to remain with the Company or its nominated agency till the handover of maintenance to the Association of Apartment Owners/AOA.
- b. In the event of major repairs, renovations or damages in the said Project such as structural repairs, machinery breakdown / replacement, Building white wash, AMC of Machineries / Equipment's, any other repair breakdown etc., which may not be covered under 'Maintenance Charges', the Company /nominated agency shall utilize the funds out of I.F.M.S. for such repairs, renovations and damages.
- c. The Company will undertake maintenance of the said Project either directly or through its appointed specialized maintenance agency from date of grant of occupation certificate, till the AOA is formed after which the maintenance shall be handed over to the 'Association of Apartment owners/AOA ' constituted under U.P. Apartment (Promotion and Maintenance) Act, 2010 and as amended in 2016.

14. LOAN AGAINST APARTMENT

- a. The Allottee(s) shall approach the concerned financial institution / bank at their choice, risk, responsibility, for availing 'Home Loan Facility', (if required) for the Apartment and manage the same through its own sources and contacts.
- b. The Allottee(s) shall be solely responsible to arrange all requisite documents, required to be signed by the Company for the Apartment for disbursement of Home Loan / Housing Loan.
- c. In case, any of the financing institution or bank refuses to entertain Allottee(s) request for Home Loan facility for the Apartment, the Company shall not be held responsible/ accountable for not considering its request for loan.
- d. Responsibility of getting the loan sanctioned and disbursed, in accordance with agreed payment plan & schedule opted at the time of booking shall rest exclusively on the Allottee(s).
- e. In the event of the loan not being sanctioned or the disbursement getting delayed for the Apartment, the timely payment to the Company shall be ensured by the Allottee(s), failing to which may lead to cancellation of allotment.
- f. In case, the Allottee(s) wishes to transfer the Home Loan from existing financing institution / bank, they shall be required to obtain No Objection Certificate from the Company as well as from the existing lender.
- g. The Allottee(s) hereby affirm that till execution of 'Sale Deed' in respect of the Apartment, they shall not mortgage and or create any encumbrance/ lien / charge over the Apartment without seeking prior permission, in writing from the Company.

15. PROJECT LOAN

- a. The Company under the terms of Sale Deed' executed by **Crossings Republik Pvt. Ltd.** has been given the right / liberty to raise funds / loans from the Banks / Financial Institution / Financers, etc. for financing the said Project and the Allottee(s) have irrevocably consented and shall have no objection in this regard. However, the Company shall not mortgage or create a charge on the Apartment after execution of _____ and if any such charge or mortgage is made or created then, notwithstanding anything contained in any other law for the time being in force, it shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

16. MODE OF PAYMENT

- a. All payments against the Unit shall be made, through instruments such as Cheque / Demand Draft / RTGS / NEFT / Online Transfer, in favour of **Assotech Limited Nest Collection Escrow Account** payable at Noida, **RTGS detail for online payment: HDFC Bank, Kamla Mills Branch, COMPOUND SENAPATI BAPAT MARG, LOWER PAREL MUMBAI MAHARASHTRA -400013 Current Account No. : 05420350000274; IFSC Code: HDFC0000542.**
- b. The Company shall accept Cheque / Demand Draft / RTGS / NEFT / Online Transfer drawn from the account of the Allottee(s) only while making payment towards Apartment.
- c. The Company shall not accept any 'Third Party Cheques' from the Allottee(s).
- d. The Allottee(s) shall mandatorily be required to mention the following details on the back of the cheque submitted towards payment of installments / dues :
- ✓ Project Name 'THE NEST'
 - ✓ Customer Name
 - ✓ Apartment No.
 - ✓ Mobile No.
 - ✓ Signature
 - ✓
- e. In case, the payments are made through RTGS / NEFT / Online Transfer, the Allottee(s) shall mandatorily be required to confirm / intimate such remittances through email as well as telephonic call.
- f. The Company reserves its right not to accept the payment in the event of delayed payments or other breaches as may be committed by the Allottee(s).

17. PAYMENT PLAN

- a. The Allottee(s) shall pay installments strictly as per the agreed payment plan (as detailed in 'Annexure –').
- b. The Company shall not entertain any request for change in payment plan as opted at the time of booking.

18. TIMELY PAYMENT

- a. Timely Payment towards consideration of the Apartment is the essence of this Allotment.
- b. The Allottee(s) shall ensure that all payments must be made on or before the due date(s), as per the prescribed payment plan opted at the time of booking, as mentioned in 'Annexure –'.
- c. In the case of Joint Allotment, both the Allottee(s) shall be jointly and severally liable for payment of the Total Consideration for the Apartment.

19. DELAYED PAYMENT

- a. Timely payment shall be of essence .
- b. The Allottee shall be liable to pay interest as per provisions of U.P RERA Act, 2016) on delayed / defaulted amount for the Apartment .
- c. However, no late payment shall be acceptable by the Company for the Apartment beyond stipulated due dates as mentioned in payment plan 'Annexure –' if the Allottee continues to default for a period of two consecutive months after Demand letters/ notice from the Company in this regard. In such event the Company shall be entitled to cancel and terminate this Allotment immediately on such default/s .
- d. However, for continuous defaults the Company may, at its sole discretion, consider the request for accepting 'Delayed Payment'.
- e. As stated above, in case the Company accepts request for accepting the 'Delayed Payments', then it shall be communicated to the Allottee(s), in writing, and thereon the Allottee(s) shall be liable to pay as per provisions of U.P RERA Act, 2016 on delayed / defaulted amount for the Apartment.

- f. Thereafter, the Allottee(s) shall be required to pay the delayed payment along with the overdue interest immediately on receipt of communication in this regard.
- g. In case, the Company disapproves and declines request for accepting 'Delayed Payments' from the Allottee(s), the Allotment of the Apartment shall be deemed as cancelled and terminated without any notice in this regard.
- h. Non-payment of interest on 'Delayed Payments' shall not be interpreted as waiver of interest on the 'Delayed Payments' by the Allottee(s). The Company reserves its right to recover the said amount as and when desired and / or necessitated.

20. SURRENDER / CANCELLATION OF ALLOTMENT

- a. The Company shall be entitled to cancel and terminate allotment for the Apartment on the occurrence of any of the following events :
 - ✓ Default / Failure in payment of two consecutive installments as per stipulated due dates specified in payment plan '**Annexure –**' and / even after issuance of 'Demand Letter'.
 - ✓ Breach and / or Non Compliance of any of the terms and conditions of this Allotment Letter.
- b. Any request from the Allottee(s), seeking cancellation and / or surrender of the Allotment may be considered by the Company at its sole discretion and Allottee(s) shall be intimated accordingly, in writing.
- c. In the event of Cancellation / Surrender of Allotment of the Apartment, without any fault of the Company, the Company shall forfeit and deduct amount equivalent to :
 - ✓ Earnest money
 - ✓ Overdue Interest on delayed payments
 - ✓ Any other charges as accrued and may be payable by the Allottee.
- d. The company shall refund the residual balance amount to the Allottee(s), without any interest, within 45 days from the date of such cancellation / surrender of Allotment of the Apartment, subject to all compliances and fulfillment of all formalities on behalf of the Allottee.

- e. In case of Home Loan availed, the residual balance amount will be first refunded to the financing bank / institution.
- f. On cancellation / surrender of Allotment of the Apartment, the Company shall be free to re-allot the Apartment to any other prospective buyer and the Allottee(s) of the cancelled Apartment shall not intervene and raise any objection or initiate any legal action in this regard.
- g. The Allottee(s) shall have no right to claim any losses, damages, etc., whatsoever it may be, from the Company in the event of cancellation of Allotment for the Apartment.
- h. Any refund on any account of the Apartment shall be refunded to the Allottee(s) and the Cheque shall be issued by the Company in Joint Name(s) only.

21. CONSTRUCTION

- a. The Company will develop the said Project in accordance with the lay out plans, floor plans and specifications. Any modification in such plans shall be in accordance with the Applicable laws.

22. DEVELOPMENT OF THE PROJECT

- a. The Company shall be responsible for providing internal services within the peripheral limits of the said Project / Complex, which *inter alia* shall include :
 - ✓ Laying of Roads
 - ✓ Laying of Water Line
 - ✓ Laying of Sewer Lines
 - ✓ Laying of Electric Lines
- b. However, it is acknowledged and understood by the Allottee(s) that, external or peripheral services, such as water, sewer, storm water drains, roads, electricity, horticulture, etc. are to be developed and provided by Ghaziabad Authority and / or any competent authority.

23. POSSESSION

- a. Under normal circumstances, the Company shall offer possession of the Apartment to the Allottee(s) within months from the date of this Allotment Letter.

- b. The Allottee(s) hereby understand and acknowledge that the said Project is being developed in phase/s and all common amenities, facilities, conveniences, club, swimming pool, etc. shall be operational and functional only after completion of all blocks / phases / entire Project, irrespective of the fact that the possession has been handed over to the Allottee(s) or not.
- c. Being a large project, comprising number of towers / blocks, the construction will be completed block wise. The Allottee(s) hereby agree and undertake to accept block wise possession of the Apartment's as and when offered by the Company. As such the Allottee(s) are required to take possession of the apartment as may be intimated by the Company within a period of two months of the date of issue of occupancy certificate.
- d. In case, the construction is completed prior to the projected 'Possession Date', mentioned in this Allotment Letter, the Allottee(s) shall not refuse / decline possession of the Apartment as may be intimated by the Company.
- e. Possession of the Apartment shall only be handed over to the Allottee(s) subject to the compliance of the following:
- ✓ After full and final payment and clearance of all dues payable to the Company;
 - ✓ No Dues Certificate issued by the Company;
 - ✓ No Objection Certificate from the concerned financing bank / institution;
 - ✓ After execution of registry between Company and Allottee(s).
- f. The Allottee(s) hereby acknowledge that the Company shall not be liable for any claim / demand on any account whatsoever after taking possession of the Apartment, except for the structural defects, within the defect liability period.

24. EXTENSION OF POSSESSION PERIOD

- a. The Company shall be entitled to extension of time from the expiry of 'Possession Date', in case, the completion of construction of the said Apartment is delayed beyond the control of the Company and/or on account of any of the following reasons falling in the ambit of "**Force Majeure Clause**" :
- ✓ Non availability of building materials such as Steel, Cement, Coarse sand, Fine Sand, Grit, Bricks, Doors, Tiles, Glass, Windows, Paints, Electrical materials, Plumbing Fittings, etc;
 - ✓ Non availability of Labour, Electricity and Water supply for construction works;

- ✓ Act of terrorism, war or enemy action ;
 - ✓ Act of God such as, Natural calamities, floods, earthquakes, etc;
 - ✓ Any notice, order, rule, notification of the Government, Public or other Competent Authority
 - ✓ Any change in applicable Law or issuance of any injunction, stay order, prohibitory order or directions passed by any court, Tribunal, Body or competent authority;
 - ✓ Delay in securing any permissions, approvals, NOC, from respective authorities provided the Company has duly complied with the performed its part of obligations;
 - ✓ Delay in securing water, electricity, and drainage or sewerage connection from competent authority/s;
 - ✓ Any Political and civil unrest;
 - ✓ Any other Force Majeure event or supervening / unforeseen circumstances, beyond the control of Company.
- b. In foregoing circumstances, *which are just illustrative but not exhaustive*, the Company shall be entitled to a reasonable extension of time for delivery of possession and the period of possession shall be delayed accordingly.
- c. The Company shall not be liable for any delay or failure due **Force Majeure** event. The Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession. In the event, it becomes impossible for the Company to implement the said project due to Force majeure conditions, then this allotment shall stand terminated and the company shall refund to the Allottee the entire amount received by the Allottee within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall have no rights, claims against the Company and the Company shall be released and discharged from all its obligations and liabilities under the Agreement.

25. DELAY IN OFFER OF POSSESSION

- a. The Company, upon obtaining the occupancy certificate from competent authority shall offer the possession of the Apartment in terms of the Agreement.
- b. If there is any delay in offer of possession of the Apartments in the normal circumstances after expiry of 10 months from the date of this Agreement, the Company agrees to pay the penalty in lieu of compensation @ the rate of Rs. 10 per Sq. Ft. for the period of delay.
- c. However, in the event of happening of any of the circumstances falling within the ambit of 'Force Majeure Clause' or the reasons mentioned above, the Company shall not be liable to pay

penalty / compensation / claim demanded by the Allottee(s) on this account.

- d. Compensation towards penalty stated as above (if any) shall be conclusively settled and paid by the Company at the time of offer of possession subject to following conditions :
- ✓ Payment of entire consideration amount and other charges by the Allottee(s)
 - ✓ All due installments were paid by the Allottee(s) regularly as per the agreed payment plan on or before due dates.
 - ✓ No defaults / delays in payment of due installments / consideration amount by the Allottee(s) for the Apartment.
- e. That in case the Company is unable to give possession of the Apartment to the Allottee(s) for any reason beyond its control, the Company may offer to provide alternate Apartment of the same type in the same Project or any other Project of the Company and in the event of non-acceptability by the Allottee(s) and/or non-availability of alternate Apartment within a specified time period, the Company will refund the principal amount subject to any dues on account of the Allottee (s).

26. HOLDING CHARGES

- a. Upon receiving a written intimation from the Company, the Allottee shall take the possession of the Apartment by executing necessary indemnities, undertakings and such other documentation as prescribed. In case, the Allottee(s) fails / declines / delays to take over possession of the Apartment due to any reason whatsoever, when offered by the Company, the Allottee(s) shall be liable to pay the applicable maintenance charges plus 'Holding Charges' @ _____ from the date of offer of possession till the time the allottee(s) accepts the possession.

27. SALE DEED

All charges (including Stamp Duty and miscellaneous charges) pertaining to registration of the said 'Sale Deed' shall be borne and paid by the Allottee(s), as per the rates prescribed by the state government / concerned authorities.

28. CONSTRUCTION – AFTER POSSESSION

- a. The Company/Developer and / or its contractors shall be entitled to carry on the remaining construction work in other towers, blocks, etc, even after the Allottee(s) has taken the possession of the Apartment.
- b. If any inconvenience, hardship, disturbance or nuisance is caused to the Allottee(s) during the said

works or construction, the Allottee(s) agree not to protest, object to or obstruct the execution of such work or construction nor be entitled to claim any compensation and / or damages from the Company/Developer in this regard.

29. SATISFACTION WITH SPECIFICATION OF THE APARTMENT

- a. On taking of possession of the Apartment, it shall be deemed that the construction quality, drawings, designs, specifications, etc. are in accordance with this Agreement and to the satisfaction of Allottee(s).
- b. The Company shall be responsible upto 5 year from the date of possession regarding structural defects in the Apartment. The defect liability shall be limited to the defects in the construction /structure in the building and the Promoter/Developer shall get such defects removed at its own cost upto five year. However air cracks in plaster ,warfage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damages resulting from war, flood, earthquakes, accident, riots, terrorist attack, illegal activities, strike, Act of God and any damages caused by the negligence or deliberate act of the Allottee or his her representative.

30. TRANSFER OF ALLOTMENT

- a. No transfer of Allotment shall be permitted for a period of one year from the date of booking of the Apartment.
- b. The Allottee(s) shall be required to obtain prior approval, in writing, from the Company for any transfer of Allotment.
- c. Thereafter, the Company may, at its sole discretion, allow 'Transfer of Allotment' in bonafide cases only subject to payment of transfer charges @ Rs./- Per Sq. Ft. of Carpet Area of the Apartment and alongwith other applicable administrative charges.
- d. Transfer of allotment shall be permitted only on compliance of followings :
 - ✓ After receipt of 50% of Total Consideration
 - ✓ NOC from the Company
 - ✓ NOC from financing bank / institution (if applicable)
 - ✓ All 'Terms and Conditions' pertaining to transfer of Apartment
 - ✓ On payment of 'Transfer Charges' and 'Administrative Charges'

- ✓ Execution of related documents as prescribed by the Company
- e. Any liability of Stamp Duty or related charges on such transfer levied by the Government or any concerning authority shall be payable by the Allottee(s) or named transferee(s).

31. OTHER CHARGES

- a. In addition to the total consideration, following charges shall be payable by the Allottee(s) against the Apartment as and when called by the Company :
 - ✓ Water and Sewer charges
 - ✓ IGL Connection charges
 - ✓ Electricity Power Load / Connection Charges
 - ✓ Individual Dual Electric Meter @ Rs. _____/-
 - ✓ Advance Maintenance Charges (from the date of offer of possession)
 - ✓ Any other charges, as applicable at the relevant time

32. ADMINISTRATIVE CHARGES

- a. The Company shall charge 'Administrative Fees' @ Rs. _____/- and the same shall be payable by the Allottee(s) on the following occasions :
 - ✓ Reissuance of Allotment Letter
 - ✓ Change in name of Allottee (addition or deletion)
 - ✓ Transfer of Apartment
 - ✓ Divorce Case
 - ✓ Home Loan Transfer
 - ✓ Top up of Home Loan
 - ✓ Any other occasion

33. DEATH AND DIVORCE

- a. In case of death of any of Allottee(s), any changes / modifications in the Allotment may be considered only after submission of following :
 - ✓ 'Death Certificate' of the deceased
 - ✓ 'Succession Certificate' from the appropriate authority

- ✓ 'Relinquishment Deed' from the legal heirs of the deceased
 - ✓ 'No Objection Certificate' from the financing bank / institution (if applicable)
 - ✓ Any other document (if required)
- b. Similarly in a divorce case or where a dispute arises between the Sole Allottee and Co – Allottee, any changes / modifications in the allotment may be considered only after submission of following :
- ✓ Court Orders (if required)
 - ✓ Consent in writing by Sole Allottee and Co – Allottee
 - ✓ 'No Objection Certificate' from the financing bank / institution (if applicable)
 - ✓ Any other document (if required)
- c. In the above said circumstances the Allottee(s) hereby undertake to :
- ✓ Continue timely payment of installments falling due from time to time without any default.
 - ✓ Continue to perform their respective obligations under this Agreement and pendency of the proceedings shall not be treated as an excuse for non-performance.

34. TRANSFER OF APARTMENT - POST EXECUTION OF 'SALE DEED'

- a. All transactions relating to Sale / Transfer / Lease transactions for the Apartment, in future, shall be subject to the provisions of law enacted by the State Government / Local Body and / or any other body governing sale and transfers of the Apartment.
- b. In the event of deviation and of non-compliance of any of the terms or provisions of the law governing sale and transfer of properties – all penalties and liabilities on such accounts shall be borne and paid by the concerned Allottee(s) / defaulter.
- c. Before any transfer of the Apartment, the Allottee(s) shall obtain 'No Objection Certificate' (NOC), in writing, from the Company / Maintenance Agency, failing which next buyer / tenant / lessee shall not be allowed to take possession of the Apartment.

35. CHANGES IN PROJECT LAYOUT, PLANS, DESIGNS AND ELEVATIONS

- a. The Allottee(s) have given their prior consent in case of any changes / modifications / alterations / additions in Master Plan, Cluster Plan, Floor Plan, Unit Plan, Elevations, Designs, Open Areas,

Landscaping Areas, Parking Spaces, Horticulture , Roads , Pathways , Gates, entire scheme of the project, specifications, amenities, facilities, etc. as may be necessary or may be required to be done by the Company, Architect, Government , Ghaziabad Authority or any other local authority or body having jurisdictions on the suggestive lines.

- b. The Company may effect such variations, additions, alterations, deletions and/or modifications therein, subject to the Applicable Laws. That in pursuance to the prior consent of the Allottee(s) for alteration or change as described above, the Allottee (s) hereby agrees and undertakes to issue all further necessary declarations in the form of affidavit/undertakings as may be required by the concerned authorities in this regard.

36. REQUEST FOR CUSTOMIZATION BY THE ALLOTTEE

- a. The Company shall not entertain any request from the Allottee(s) for any extra works such as customization / alteration / modification in the Apartment.

37. CAR PARKING

- a. The Allottee(s) shall not park any vehicle, car etc. in the common areas, roads, pathway(s), walkway(s) or at any place within the said Project except their earmarked car parking space allotted by the Company.
- b. The Allottee(s) shall avoid random / haphazard Parking of Vehicles.
- c. Visitor(s) / Guests of Allottee(s) shall park their vehicles outside the Project Complex, without disturbing the main entry / exit gates, at their own risk and responsibility.
- d. The Allottee agrees and consents to installation of mechanical car parking / multi-level parking system, in the project (basement area, open parking space, covered parking space) during the construction / after completion of construction or even after possession of the said Project, if the Company so desires. The 'Designated Car Park Space' allotted to the Allottee(s) shall only be used for parking of 'Light Motorized Vehicles' (excluding Commercial Vehicle/s) in the Project.
- e. In case, the Allottee(s) has two-wheeler, the same shall be parked within the 'Designated Car Parking Space', for the said apartment.

38. RESIDENT WELFARE ASSOCIATION (RWA)/AOA

- a. Maintenance of common areas and facilities shall be handed over by the Company on formation and registration of legally constituted Residents Welfare Association (RWA)/AOA, in compliance of 'Rules and Regulations', as detailed in U.P. Apartment Act, 2010 and / or any prevailing laws at that relevant time.
- b. RWA/AOA shall always abide by all the rules & regulations of UP Apartment Act 2010.

39. MAINTENANCE

- a. The maintenance of common area and facilities in the said Project shall be regulated as per provisions of U.P. Apartment Act, 2010 or any other rules and provisions as may be notified by the competent authority.
- b. In terms of U.P. Apartment Act, 2010, the Company / Nominated Maintenance Agency shall be entitled to carry out maintenance of 'Common Areas and Facilities' till the formation / registration of legally constituted 'Resident Welfare Association/AOA'.
- c. The scope of maintenance agency shall be as follows :
 - ✓ Operation and maintenance of common areas and facilities in the said Project, excluding areas within the apartment
 - ✓ General upkeep of various services
 - ✓ Security Arrangements
 - ✓ Housekeeping of common areas and facilities
- d. The Allottee(s) shall be required to sign 'Maintenance Agreement' with the Company or its nominated Maintenance agency at the time of offer of possession for the Apartment.
- e. The maintenance charges shall only be used for upkeep and maintenance of common areas and facilities.
- f. The Company shall collect 12 Months advance 'Maintenance Charges' along with applicable taxes either itself or through its nominated 'Maintenance Agency', as per the rates prescribed by the Company, at the time of offer of possession for the Apartment.

- g. The Allottee(s) agrees to pay maintenance charges, electricity charges and other charges (if any) levied by the Company or nominated maintenance agency from time to time. All charges shall be paid regularly by the Allottee(s) through 'Prepaid System'.
- h. In the event of non-payment and / or delay in payment of Maintenance Charges, Electricity charges, and other charges (if any), the Company shall have every right to suspend / withdraw / discontinue the supply of electricity, water and other facilities for the Apartment.
- i. All Common facilities (including basic facilities like water and electricity supplied in the Apartment) shall be restored only after clearance of dues along with interest and restoration charges.
- j. The Allottee(s) hereby consent to the 'Company / Maintenance Agency', that they will allow maintenance staff to enter in the Apartment, as and when required, for inspection / maintaining / Repairing, etc. and shall not raise any objection in this regard.
- k. The Allottee(s) hereby undertake and shall remain bound to observe, adhere, follow obligation and discipline for the proper up-keep, maintenance, beauty, appearance and regulation of the entire Project / complex.
- l. All rules, regulations, terms and conditions applicable in regard to the maintenance shall be applicable to the Allottee(s), Occupants, Tenants, Transferee(s), Family members, etc.
- m. In case, the Company offers Provisional Possession for fit out or interior work, the Allottee(s) shall be liable to pay maintenance charges, electricity charges or any other charges for such period also.
- n. Even in case of failure of services, which are technical in nature, the Company / Maintenance Agency shall not reimburse any damages / compensation to the Allottee(s).
- o. The right to use common areas shall be subject to timely payment of maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

40. ELECTRICITY

- a. 'Single Point Electricity Connection', will be provided by the authorized Power Distribution Agency / Electricity Board / Solar Power Energy for the entire Project and the common meter will be installed in the name of Company / Maintenance Agency for the entire Project.
- b. The Electricity through 'Main Grid' and 'Power Backup System' will be further distributed through 'Individual Dual Sub Meters' which will be provided and installed for each apartment Allottee(s) separately at the time of possession.
- c. In case of Power cut from 'Main Grid', Electricity shall be supplied through Power Backup system i.e. Diesel Generator for each Apartment.
- d. The Allottee(s) shall pay fix and variable charges for consumption of electricity through 'Main Grid' & 'Power Backup System' for the Apartment as per the rates determined by the 'Power Distribution Agency' & 'Maintenance Agency' for supply of electricity respectively from time to time.
- e. The electricity will be supplied / distributed strictly as per the sanctioned load / capacity opted at the time of booking / possession of the Apartment.
- f. The Allottee(s) may seek for additional load / capacity through 'Main Grid' or 'Power Backup System' and the Company may entertain such requests, subject to its availability on payment basis as per the rates prescribed by the Company.

41. PERSONAL GENERATOR / BOREWELL

- a. The Allottee(s) shall not install and / or run any generator to produce or generate electricity and / or cause noise / air pollution in their Apartment or at any other place in the said Project / Complex.
- b. The Allottee(s) shall not be allowed dig any bore-well within the said Project / Complex.

42. DEFECT LIABILITY

- a. The Defect Liability shall be as per the provisions of U.P. Apartment Act, 2010 or any other prevailing laws at that relevant time and limited to the structural defects of the buildings in the said Project.

- b. Defect liability shall not cover unforeseen circumstances such as damages resulting from war, earthquakes, floods, etc.
- c. The Defect Liability is not applicable on the bought out items installed by the Company.
- d. The Allottee(s) acknowledges that if there is any specific problem related to any bought out items / equipment /product, etc. in the Apartment, then Company shall provide the contact details & contact number of respective manufacturers, which may be covered under warranty by the manufacturer themselves.
- e. The Company shall not be liable or responsible for resolving any defects / repairs / damages, etc. after handing over of possession of the Apartment and the Allottee(s) shall get the same rectified / repaired at their cost.

43. NO ADDITIONS / ALTERATION – PROJECT

- a. The Allottee(s) shall not have any rights to make any structural changes in the Apartment, (inside as well as outside), in any manner whatsoever it may be. Further, the Allottee(s) shall not remove / harm / damage any walls, columns, beams, slabs, elevations, structures, etc. of the said Apartment.
- b. The Allottee(s) shall not make any alteration in any elevation, outside color scheme of exposed wall of the Towers / Blocks.
- c. The Allottee(s) shall neither raise any construction (temporary or permanent) nor shall make any alteration or addition or sub-divide or amalgamate the Apartment(s).
- d. The Allottee(s) shall not remove the floor slabs (above and below) of the Apartment and the same shall remain integral and common with the Apartments above and below it.
- e. The Allottee(s) shall not change size, design, pattern, color scheme of glass, etc. for External Doors / Windows / Sliding Panels in the Apartment.
- f. The Allottee(s) acknowledges and covenants that outdoor units of Air Conditioners shall be installed in such a manner so that pipes are not exposed and outside uniformity is maintained. All outdoor AC

units shall be installed as per earmarked area, defined by the Company / Maintenance Agency.

- g. The Allottee(s) shall ensure that no water shall drip from the said Air Conditioners or any other equipment, which may cause inconvenience to other Allottee(s) / Occupants.
- h. The Allottee(s) are aware that Common TV Dish for each block will be installed by the Company & undertakes not to install any separate 'Dish Antenna' outside the Apartment or on building elevation / balcony and on terrace of any block / tower.
- i. As per the norms of Ghaziabad Authority, the Allottee(s) undertakes not to cover any of the balconies in the Apartment The Allottee(s) shall ensure that balconies remain in their original shape & appearance and no partition above Railing Line shall be permitted in any of the Balconies.
- j. The Allottee(s) shall be solely responsible and accountable for any loss or resultant damages on account of such modifications, alterations, structural changes, etc. carried out by them.

44. MAINTENANCE AND INSURANCE OF THE APARTMENT

- a. From the date of offer of possession of the Apartment, the Allottee(s) shall be individually responsible for payment and expenses of internal maintenance and / or any repair within the Apartment.
- b. Rectification of internal defects, repairs, replacements, maintenance within the Apartment shall be the sole responsibility of the Allottee(s).
- c. In case, the internal defects of any nature in the Apartment, which is causing any damage or may cause damage to any other apartments and / or the building, the Allottee(s) upon receipt of notice issued by the Company / Maintenance Agency, shall arrange to rectify, fix the fault and / or repair such defects at their own cost within the time period specified in the notice.
- d. In case, the Allottee(s) fail to rectify defects, then the Allottee(s) shall be responsible and liable to compensate the Allottee(s) / Occupants of the affected apartments and / or Company as per the actual claims incurred by the Maintenance Agency / Occupant(s) of Affected Apartment.
- e. Insurance cover of the Apartment (including households and other valuable items / articles, etc.) shall be managed and borne by the Allottee(s) at their cost. The Company / Maintenance Agency shall not be responsible and / or liable in any manner in this regard.

45. INSURANCE OF STRUCTURE

- a. Buildings / Towers / Blocks and other areas in the said Project shall be insured against fire, earthquake, flood, etc. by the Allottee(s) and insurance premium thereof shall be contributed and paid on pro-rata basis by the Allottee(s) along with other Allottee(s) / Occupant(s) in the Project.
- b. Pro rata Insurance Premium amount shall be intimated by the Company / Maintenance Agency to the Allottee(s) from time to time.

46. NO SIGN BOARDS

- a. The Allottee(s) of the Apartment or its occupants shall not place or display any sign-board, advertisement material for the publicity in :
 - ✓ Apartment, Balconies
 - ✓ Common Areas , Boundary walls
 - ✓ Any Tower / Block, Elevations
 - ✓ Any other place within the project

47. MODIFICATIONS IN PROJECT PLANNING

- a. The Company may opt to sell 'Part Land' of the project, on which the construction has not yet commenced, to any prospective buyer and/or may enter into 'Joint Development Agreement' with other developer, if necessitated, in future, for the development and completion of the said Project, subject to the provisions of Applicable Laws .

48. COMMUNICATION

- a. Any communication/s made by the Company to any of the Allottee(s) shall be deemed to be communication to the Joint Allottee(s).
- b. The Allottee(s) shall quote their allotted Apartment No. as well as Contact Number in all future communication/s with the Company.
- c. Any change in the Address, Mobile No., E-mail address shall be promptly communicated by the

Allottee(s) to the Company through Registered AD and E-mail, failing which all communications / Letters sent and dispatched / posted by the Company at their recorded address will be deemed to have been received by the addressee.

- d. The Company shall not be responsible for Non receipt of communications / Letters sent to the Allottee(s) from time to time. As such, the Allottee(s) are expected to keep themselves informed / updated with the Construction Status / News Letters / Project Updates / Demand Notices / other relevant information issued / released by the Company from time to time for the said Apartment and Project.

49. NRI / PIO / FOREIGN NATIONAL

- a. In case of Non Resident Indian (NRI) / Person of Indian Origin (PIO) / Foreign Nationals, the Allottee(s) shall seek prior permission from Reserve Bank of India (RBI) / Government / Competent Authorities and further observe strict compliance of provisions of the Foreign Exchange Management Act, 1999 (FEMA), and / or any other law, pertaining to purchase of property in India, or any other statutory amendment (s), modification (s) made thereof or any other law as may be prevailing at that relevant time.
- b. In the event of Non Compliance of any of the requisite permission / sanctions from RBI or other Government Authorities, the Allottee(s) hereby undertake to indemnify the Company for any losses, damages and / or penalties for such defaults.

50. INDEMNIFICATION BY ALLOTTEE

- a. The Allottee(s) shall always abide by all laws, bye laws, statutory provisions, rules and regulations of Ghaziabad Authority / Government / Municipal Corporation / any other authorities / local bodies and be held responsible for all deviations thereof.
- b. In case any fine, penalty, etc. is imposed, in future, on the project / company / nominated maintenance agency due to any actions of the Allottee(s), occupants and / or their family members, guests, visitors, etc., then the Allottee(s) shall indemnify the Company and / or its employees for such losses, penalties, etc.
- c. The Allottee(s) covenants and acknowledge on behalf of their occupants / tenants / family members / servants / visitors, etc. that the Company / nominated Maintenance Agency shall not be held

responsible, in any manner, whatsoever, for any accident / mis-happening / losses arising out of use , misuse or mishandling of machineries / equipment's, etc. within the apartment / common areas / other areas and no claim in this regard, whatsoever, shall be made by the Allottee(s).

- d. The Allottee(s) affirms that after handing over the possession of the Apartment, they shall be fully responsible for their safety & security and the Company shall not be held responsible and / or accountable, in any manner, whatsoever, for any resultant losses or damages.
- e. The Allottee and the family members have a right to visit the premises during the course of construction. However, the Company shall not be held liable for any accident / mis-happening that may occur during the visit.

51. SEVERABILITY

- a. If any provision of this Agreement is determined to be void or unenforceable under any law, then such provision shall be deemed amended or deleted to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable.

52. INTERPRETATION

- a. The captions / headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement to the intent of any provision hereof.
- b. The true interpretation of any matters / clauses in this Agreement shall be done by reading the various clauses in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

53. DISPUTE RESOLUTION

- a. Any Disputes, Differences, Claims or Disagreement between the Company and the Allottee(s), arising out of or in connection with this Agreement shall at the first instance be mutually discussed and settled between the Company & Allottee(s).

- b. If the Parties are unable to resolve the disputes/ differences amicably, it shall be raised in the meetings of the Association to be resolved amicably between the Company and the Allottee in accordance with the provisions of the Model Bye Laws, 2011 and as per the other provisions as enshrined in the Applicable Laws.

- a. If the Parties are unable to resolve the disputes amongst themselves as mentioned above the disputes would be settled through the adjudicating officer/authority appointed under the Real Estate (Regulation and Development) Act and rules framed there under.

UNDERTAKING

- a. I / We, above Allottee(s), do hereby declare that above terms and conditions of this Agreement and Annexure(s) thereto have been fully explained / read / understood and the same are acceptable to me / us.

- b. The Allottee(s) has further confirmed that they are executing this Agreement willingly without any pressure, coercion, undue influence or misrepresentation of any kind, whatsoever.
- c. I / We, above Allottee(s) have signed / executed this Agreement being fully conscious of my / our rights, obligations and limitations thereupon and undertake to fully abide by it.
- d. I / We, above Allottee(s) unequivocally agree, affirm and undertake to abide by all terms and conditions as mentioned in this Allotment Letter.

SOLE ALLOTTEE

CO – ALLOTTEE

Signature :

Signature :

Name :

Name :

‘ANNEXURE – A’

APARTMENT CONSIDERATION

As per this Allotment Letter, the description of the Apartment is as under :

APARTMENT DETAILS				
Apartment No.	Floor No.	Block	Type of Unit	Payment Plan

APARTMENT AREA DETAILS	
Carpet Area _____ Sq.ft	

BREAK UP – TOTAL CONSIDERATION						
S. No.	Account Head	Quantity		Rate (Rs.)		Amount (Rs.)
		[A]		[B]		[A x B]
1	Basic Price (BP)		Sq. Mt.			
	Proportionate cost of common area					
2	PLC – Park Facing		Sq. Mt.			
3	PLC – Front Facing		Sq. Mt.			
4	Garage/Closed Parking					
5	Power Backup		KVA			
6						
7	I.F.M.S		Sq. Mt.			
TOTAL CONSIDERATION						
						RupeesOnly

EARNEST MONEY:

The Company has received a sum of **Rs. _____/-** excluding of service tax as earnest money against above mentioned Apartment.

Please Note: No deposit of advance of a sum more than 10 % of the cost of the apartment, plot or building can be taken without first entering into written agreement for sale.

BALANCE RECEIVABLE AMOUNT :

Balance consideration amount of **Rs. -----/-** to be paid by the Allottee(s) as per agreed payment plan (**Annexure –**).

Note :

1. Basic Price & I.F.M.S are calculated and computed on the basis of Carpet Area of the Apartment.
2. The amounts stated in this Agreement are denoted in INR (Indian Rupees).
3. PLC = Preferential Location Charges
4. I.F.M.S. = Interest Free Maintenance Security
5. Sq. Ft. = Square Feet
6. Sq. Mt. = Square Meter
7. PSF = Per Square Feet
8. 1 Sq. Mt. = 10.764Sq. Ft.

'ANNEXURE – B'

PAYMENT PLAN & SCHEDULE

The Allottee(s) shall pay the consideration amount for the Apartment on or before due dates as per agreed payment plan & schedule mentioned below :

DOWN PAYMENT PLAN				
S. No.	Due Date	Stage of Payment	%	Amount (Rs.)
1				
2				
3	-			
TOTAL CONSIDERATION				
RupeesOnly				

Note : The 'Stages of Payment' mentioned above is for the respective block / tower in which the Allottee(s) have been allotted the Apartment.

SOLE ALLOTTEE

CO - ALLOTTEE

COMPANY

'ANNEXURE – C'

APARTMENT SPECIFICATIONS

DISCLAIMER :

1. Color, design, size, shape of various items, fixtures, fittings, etc. can be changed / modified without prior notice.
2. Specifications of the Apartment are indicative / tentative and are subject to change as per the sole discretion of the Company / architect.
3. There may be marginal variations during construction and development of the Apartment.
4. The Allottee(s) agrees not to raise any objection in this regard.

'ANNEXURE – D'

UNIT PLAN

Note: All dimensions and measurements shown in enclosed Unit Plan is/are approximate and indicative only.

