

ALLOTMENT LETTER

DATE: _____

This stamp paper is the part of Allotment letter of Flat No: - _____ allotted in the name of Mr/Mrs. _____ S/WG _____ For _____

As of residential apartment in proposed Group Housing Project, known as Nipun Saffron Valley situated at G.T. ROAD, OFF. TOI WAREHOUSE, ARADHANA BORDER, SHAZIBAD (UP).

Company

Allottee/s

To

Dated:

Mr/Ms. _____

Resl Add: _____

Sub: Allotment of Residential Apartment in proposed Group Housing Project known as "NIPUN SAFFRON VALLEY" situated at G .T. ROAD, OPP. TCI WAREHOUSE, ARADHANA BORDER, GHAZIABAD (UP).

Dear Sir/Madam,

In response to your application dated _____ we, MS Nipun Builders & Developers Pvt. Ltd. a Company registered under the Companies Act, 1956 having its Corporate Office at 505, Noida Tower, Kirti Chowdhury Community Centre, Delhi-82. (Hereinafter referred to as the 'Company' which hereinafter shall, unless it is apparent to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you residential Apartment No _____, Floor Size (Super Area) _____ Sq Ft, having covered area _____ sq. ft. i.e. _____ sq. mtr. on _____ Floor, Block _____ as per specifications attached herewith, in the proposed Group Housing Project known as "NIPUN SAFFRON VALLEY" situated at G .T. ROAD, OPP. TCI WAREHOUSE, ARADHANA BORDER, and GHAZIABAD (UP) for a Consideration price of Rs. _____/- (Rupees _____ only) + Service tax payable as per Payment Plan Mentioned hereinafter.

The said consideration price is inclusive of 1 Car Parking, (Kva Power Backup, EEC, FMS and Club Membership and exclusive of certain charges mentioned hereinafter in annexure.

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

Remarks for the Ground Space/Extra

1 SQ.MTR = 10.764 SQ.FT.

Tentative Layout Plan / Map of the apartment is attached herewith.

Company

Allottee/s

Interpretation of some indicative terms:-

Applicant:- means persons (s)/firm/company, applying for allotment of the said apartment, whose particulars are set out in the booking application form and who has appended his/her signature in acknowledgement of having agreed to the terms & conditions of the booking application form.

Application (Booking Application):- A request for allotment of apartment made by the Person/Firm/Company on a standard format namely booking application form of company. In case of more than one applicant the other will be considered as co-applicant prior to allotment the allotment letter they will be considered as Intending Allottee(s).

Allotment Letter:- Confirmation of booking of apartment by the Company and an agreement over a standard prescribed format of company which is duly executed between the Company and Allottee(s).

Allottee(s):- Those who have executed the allotment letter over a standard format of Company thereafter a particular apartment(s) has reserved for that particular Allottee(s) and have agreed to abide by all the terms and conditions till the time and indenture of conveyance is executed. In case of more than one applicant the other will be considered as co-allottee(s) an allottee and the co-allottee(s) will have the equal share in the apartment.

"Preferential Location Charges" shall be the charges levied by the Company for preferably located flats in the projects which are Park Facing or Central Park Facing Flats, Corner Flats, Flats facing cricket ground and Floor P.L.C etc.

"The Community" means the residential colony proposed to be developed by the Company which is more particularly known as "NIPUN SAFFRON VALLEY" situated at G. J. Road, Opp. TCI Warehouse, Aradhana Border, Ghaziabad (UP)

"Watch and Ward Charges" means in case of Allottee's failure to take over the possession of the said flat within stipulated period then the allottee shall liable to pay watch and ward charges to the builder for looking after the subject flat.

Apartment:- The dwelling unit(s) in the project which is identified by a number, that number is also identifying the Block of the unit(s). "Said Apartment" shall mean the specific apartment applied for by the Applicant in the Said Project, details of which has been set out in the Application.

Apartment Act:- The Other Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

Area of Project:-

- Area of land:- Total Area of land over which the project is proposed to be constructed.
- Super Built-up Area:- Means the covered area of the said apartment including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lifts etc. and half the area of common walls with other premises/apartments which form integral part of said apartment and common areas shall mean all such parts/areas in the entire said project which the whole/pt shall use by sharing with other occupants of the said project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors, and passages, staircases, staircase shaft, muntins, service area including but not limited to lift machine rooms, security/fire control rooms, maintenance offices/stores etc. if provided.
- The following are not included in the Super Built-Up Area:- Under Ground Sump, Under Ground Water Tank, Boundary wall of Compound, Septic Tank, Walk Ways, Open to sky swimming pools, Open sports facilities, Weather Sheets, inaccessible flower beds, common open to sky terrace etc.
- Puffy line Area:- A considered area of an apartment with or without roof including walls, columns, beams, externally, usable shafts, balconies, and terrace with or without roof.
- Carpel Area:- The covered are of the usable rooms at any floor level.
- Common Area and Facilities:- Means all facilities to be used by all the apartment, such as entrance lobbies, corridors, staircases, staircase shafts and muntins, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control power room, installation area of transformer and DG set, Apun Saffron Valley, entrance and exit of the complex, water supply, pump house, sewerage systems and BTP, FPAEX systems, common lobby, car water harvesting, Garbage platform systems etc.
- Independent Area:- Means the Areas which have been declared but not included as common areas for joint use of apartments and may be sold by the company/developer without the interference of other apartment owners.
- Limited Common Area and Facilities:- Means those areas and facilities which are designated to using by the proprietor/holder the apartment, other

transfer of any apartment or reserved for use of certain apartment or apartments in the exclusion of the other apartment

All above definitions are as per The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2016

Consideration Price of Apartment - The consideration amount for sale deed of apartment inclusive of other charges which are mentioned in the Booking Application Form and the Allotment Letter

Company- That is NIPUN BUILDERS & DEVELOPERS PVT. LTD a company registered under the Companies Act, 1956 having its corporate office 609, Nipun Tower, Kankarbagh Community Centre, Delhi – 92

Force Majeure Clause:- means any event or combination of events or circumstances beyond the control of the company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which may include but not be limited to:

- Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters
- Explosions or accidents, wars, riots and shipwrecks, act of terrorism
- Strikes or lock outs, industrial dispute
- Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever
- War and hostilities of war, riots, bandit, act of terrorism or civil commotion
- The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Allotment, or any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority/any refuses, delays, withholds, denies the grant of necessary approvals for the said Commercial Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authorities] become subject matter of any suit/suits before a competent court or, for any reason whatsoever.

Layout and Plans:- The Architectural Drawings of project comprising of site plan, plotting of constructions, open areas and drawings of particular Block, Row and a particular apartment

Payment Plans:- These are the mode of payment towards the captioned booking of apartments having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project annexed herewith.

Company

Allottee/s

Maintenance Charges: - Means the charges to be paid by the allottee(s)/owner for the Maintenance and upkeep of the Said Complex/Said Building as per the payment plan to the Company or to the Maintenance Agency @ prescribed rates on the super built-up area of the Said Apartment, payable on monthly basis.

Project/Scheme: - "Munir Salim Valley" Situated at G.T. Road, Opp. TCI Warehouse, Amalwala Enclave, Ghaziabad.

RWA: Means the Resident Welfare Association, an Association of the Apartment owners which shall be duly formed as per providing the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2016.

"Taxes" shall mean any and all prevailing taxes payable by the Company or the taxes going to be levied in future, by way of value added tax, state sales tax, central sales tax, water tax, sewer tax, works welfare cess/fund, service tax, cess, educational cess, G.S.T., water cess, VATS and all kind of tax levied by whatsoever name or any other taxes, charges, levies by whatever name called in connection with the development/construction of the Said Apartment/Said Building/Said Complex.

NOW THEREFORE THIS ALLOTMENT LETTER WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE COMPANY AND ALLOTTEE(S):

1. REPRESENTATION / BUILDER:

WHEREAS the company M/s Munir Builders & Developers Pvt. Ltd. is the recorded owner of project land. After securing the same the building plans of proposed Group Housing Complex has been duly submitted/sanctioned by the Ghaziabad Development Authority (GDA). The complex will have apartments of different sizes and dimension in various Blocks thereon and will also have spaces for convenient shopping, commercial and recreational facilities, club, sports hall, lawns, swimming pool with changing rooms, parking's and spaces for public amenities, community clubs, storage and commercial constructions etc.

2. REPRESENTATION/ALLOTTEE:

AND WHEREAS the Allottee has represented that he has seen the relevant documents/papers pertaining to the said Proposed apartment and is fully satisfied that the title of the said residential apartment is marketable and the Owner / Developer has right and authority of marketing the said apartment and to allot and sell the Flat to the Allottee. The Allottee has also seen and understood the plans, designs, and specifications of the said Flat and the said apartment and is willing to purchase the said Flat.

Company:

Allottee/s

- 2.2. 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 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.
- 2.3. 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 in 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 (a) whatsoever in terms of the permission granted and the applicable Acts and the rules and regulations promulgated there under. Having 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.
- 2.4. That the architect(s) have seen all the documents of Plot & part of the project has been developed at the site office of the project & the corporate office of the company. The structure plan 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 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 substitute any details/specifications/illustration mentioned in the Brochure. All floor plans, site map, specifications, amenities, facilities and perspective views are illustrative in nature and are subject to change/revision.
- 2.5. That as per the Layout Plan it is envisaged that the apartment on all Floors shall be sold as an independent Apartment with equitable and undivided share in the land area underneath the plot. The intending Allottee(s) shall not construct anything on the terrace, however, the Builder shall have the right to explore the terrace in the case of any change in the FAR, carry out construction of further apartment in the eventuality of such changes in the

FAR or purchasable FAR as per policy of Authority/Board. However, if as a result thereof, there is any change in the boundaries, greenbelts, swimming pools, common area, undivided areas or areas of the said apartment, the same shall be valid and binding on the intending Allottee(s).

- 2.6. That the allottee(s) herein aware of and has/have knowledge that the building plans are tentative and agree to that the company may make such changes, modification, alterations 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 duly having jurisdiction.

The permissible FAR shall be as per the prevailing Building Bylaws of the GDA which comprises of limited use of the space/land/area in proportionate to the population density. Thereafter additional purchasable FAR, compensable 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 to layout/design/design/alteration in open spaces area or parking spaces etc as and when required and deemed fit by the company and by signing this affidavit shall and binds & 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 (ii) of the Uttar Pradesh Apartment Act, 2010 "Form 'B'" along with this Affidavit letter.

The Allottee have no issue, complaints or problem, if the company goes for any changes in plans, floors, increase in FAR or increase in no. of floors, increase in ground coverage or increase in density or modification or purchasable FAR plan or expanding plan.

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.

3. Confirmation / Declaration:

The declaration under section 12 of The Uttar Pradesh Apartment (Provision of Construction, Ownership and Maintenance) Act, 2010 has been submitted by the company in GDA in respect of the project. The copy of the same has been seen and understood by the allottee(s) and has/have they are agreed with the same. If further changes in layout/design/design, coverage area, common area and undivided common area take place (as the case may be) due to statutory requirements, that it will be presumed the allottee(s) all time consent for the same.

Company

Allottee/s

3.1. The Company, relying on the confirmations, representations and assurance of the Allottee to faithfully abide by all the terms, conditions and in spirit as contained in this allotment, has accepted in good faith accepted the application of the Allottee to allot a Residential Flat more fully described herein below, and is now desirous and willing to issue Allotment Letter along with terms and conditions.

4. **EARNEST MONEY:-** The Flat Allottee has got the allotment letter on the condition that out of the amount(s) payable(s) by him/her of the said flat and the reserved parking space allotted to him/her, the company shall retain 10% of the total value of the flat as earnest money to ensure fulfilment, by the Flat Allottee, of the terms and conditions as contained in the application and this allotment letter.

The flat allottee hereby authorized the company to deduct the booking and forfeit out of the amounts payable(s) by him/her, the earnest money as aforementioned together with any interest paid, due or payable, and other amount of our reasonable nature in the event of the failure of the Flat Allottee to perform his/her obligation or fail to abide by the terms and conditions set out in the application and/or this allotment letter. The forfeited amount is the reasonable pre-estimated loss suffered by company by reason of applicant's breach in non-compliance with their obligation.

The flat allottee agrees that the conditions for cancellation of booking and of forfeiture of earnest money shall remain valid and effective till the execution and registration of the sale deed for the said flat and that the Flat Allottee hereby authorized the company to effect such forfeiture without any notice to the Flat Allottee and the Flat Allottee has agreed to this condition to evidence his/her commitment to faithfully abide by all the terms and conditions contained in his /her application and this allotment letter.

5. **Consideration:-** That the consideration is for the total area of the said apartment which will be regulated as mentioned herein the property known as "Water Park up Area". That all other rights pertaining which have been mentioned including easement rights, open spaces, ground apartments, unsold parking places, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, community, club, storage and commercial constructions etc. or any other spaces which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets wherever stated above. That the dimension shown in the brochure, map or any other document has been enclosed on unplaster brick wall in brick wall frame. The Company can regulate the vacant apartment (s) or the complete Block of the apartment (s) as a whole or in part to one or more person (s) / company / body / institution (s) whatsoever.

- 5.1. **MODE OF PAYMENT:** - That the flat Allottee shall make all payment as per terms of schedule of payments and as may be demanded by the company from time to time and without any reminder from the company through all payee cheques/demand draft(s) in favour of IAS INFRA BUILDERS & DEVELOPERS PVT. LTD. However the company will send intimation to the Flat Allottee (with construction Allotment payment plan) regarding receipt of a particular construction stages/amount referred to in the schedule of payment. Upon receipt of all other charges, offer of possession letter will be given to Allottee within specified period i.e. 33 months from the date of execution/possession subject to payment of all instalments as per schedule as chosen by the Allottee in payment plan. The remaining terms & condition will be taking upon the earlier escalation in the basic sale price will be applicable and changes shall be applicable as per CPWD / PMD norms.
- 5.2. That the schedule of payment/instalment is duly explained in the existing 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 for the instalment 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 obligations towards the company.
- 5.3. That the instalments of payment of the apartment shall be due at the intervals as per prescribed payment plan(s) mentioned in the allotment letter and opted in the application form, the payment of due instalment first of all shall be adjusted towards the interest due thereafter the remaining amount shall be adjusted in the principal amount dues. In case payment is not receive within stipulated period or in the event of breach of any of the terms & condition of the allotment by the allottee(s), the allotment will be cancelled and 10% of the cost of the apartment will be forfeited and balance amount will be refunded without interest. Although timely payment is the main essence of the allotment, however there will be a grace period for the delay of fifteen days from the due date of payment and in case the delay exceeds for more than fifteen days then there will be no grace period and interest @ 18% per annum shall be charged from the day one.

In the eventuality of a prolonged delay where the completion could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretion condone the delay in receipt of payment by enhancing the cost of the apartment as per the prevailing rates or charging interest @ 18% per annum whichever is higher.

Note: - Timely payment being the main essence of this allotment, any delay in payment due to any reason whatsoever, may it be sanction of

from Bank or any other reason shall be sole responsibility of the allottee(s).

- 5.4. It is hereby agreed between the parties that if there is either reduction or increase in the built up area of the said Apartment or its location, no claim, monetary or otherwise will be raised or accepted that the agreed rate and other charges applicable at prevailing rate at that time and as a consequence of such reduction or increase in the built-up area, the allottee shall be liable to adjust or refund without interest only the extra price or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be. It is agreed that the additional area will be given as a part of ground floor area for right to use only. Due to any changed introduction of Govt. Policy, if any and will impose on the project, the same will be recovered from the allottee's, from its Apartment's date.

6. **Maintenance Agreement:** That the intending allottee(s) have to execute the maintenance agreement, parking allotment, agreement for supply of electricity, agreement for power back-up etc. with the sanction of allotment. The set of all these documents are available in a printed form and will copy. If the intending allottee(s) don't agree with any of the terms and conditions or the content therein, the intending allottee(s) can cancel the said booking and ask for refund of amount deposited without any interest before signing the Allotment Letter. If the Allotment Letter has been signed by the intending allottee(s) and then he/she asks for refund of amount deposited, then 10% of the cost of the equipment will be forfeited and balance amount, if any will be refunded without interest within 30 days of submission of request regarding refund.

7. **MAJOR ALTERATION/MODIFICATION:** In case of any major alteration/modification resulting in change in the Super Area/built up area of the said flat or material / materials change, in the sole opinion of and as maintained by the company, in his specifications of the material to be used in the said building/said flat any time prior to and upon the offer or possession of the flat, the company shall intimate the Flat Allottee in writing the changes thereof and the resulted change, if any, in the price of the said flat to be paid by number and the Flat Allottee agrees to deliver to the company neither written consent or objections to the changes within thirty (30) days from the date of dispatch the intimation by the company of such notice failing which the Flat Allottee shall be deemed to have given his/her full and unconditional consent to all such alterations/modifications and for payments, if any, to be paid in consequence thereof, if the written notice of Flat Allottee is received by the company within thirty (30) days of intimation in writing by the company intimating his/her non-consent/objection to such alterations/modifications as intimated by the company to the Flat Allottee, then, in such case alone the

company may in at its sole option and discretion decided to return this allotment letter without further notice and in such event the company shall refund the entire money received from the Flat Allottee excluding interests and service tax, within sixty (60) days from the date of intimation received by the company from the Flat Allottee and upon dispatch of such refund by registered post, the company shall be released and discharged from all its obligations and liabilities under this allotment letter and the Flat Allottee agrees and authorizes from all its obligations and liabilities under this allotment letter and the Flat Allottee agrees and authorizes the company to reveal or deal with the said flat and the parking space hereafter in any manner whatsoever at the company's sole discretion. The Allottee's agrees that any refundable / payable amount (without any interest) will be at the rate per Sq. Mtr / Sq. Ft. as mentioned in the Application / allotment Letter.

7.1. RIGHT OF THE COMPANY TO MAKE ADDITIONAL CONSTRUCTIONS:-

The flat Allottee agrees and authorize the company to make additions to or put up additional structures or alter the said building or additional flat building(s) and/or structures anywhere in the said complex/said portion of land as may be permitted by the competent authorities and such additional flat building(s) structure shall be the sole property of the company when the company will be entitled to dispose off in any way it chooses without any interference on the part of the Flat Allottee(s). The Company shall continue to have as before, the right to make structures in the aforesaid manner and pass on the additional FAR as and when available / permissible by the Concerned Authority, on the next / adjoining phase / area, green area, any other area adjoining to the flat of the Allottee or any other area adjoining / under left for development in Premium housing project, not subject to the company construction or conformity with the construction of the other building(s) blocks outside/adjacent to the said building or inside the said complex/said portion of land or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the company, on the ground that the infrastructure required for the said complex is not yet complete. Any violation of this condition shall entitle the company to seek remedies provided under this allotment letter in cases of breach, non-payment, defaults etc.

8. Transfer:

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 heir 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/Court.

9. Refund:-

That in case the intending allottee(s) want to get his/her/their allotment cancelled due to any reason whatsoever, then 10% of the cost shall be forfeited and balance, if any shall be refunded without interest.

9.1. 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.

9.2. That The Company alone is entitled to get refund of the various securities deposited by it during the construction of the building with various Govt. or Local Authorities for electric, water & sewer connection etc.

10. Failure of Flat Allottee to take possession / watch & ward charges / delay payment- That since it is a large project having number of towers, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the intending Allottee(s) must take the possession of his/her/their own flats as soon as it is made available for possession. In case of any delay in issuance of completion certificate builder will not be held responsible. The possession of flat shall be offered only after obtaining completion certificate, however in the interest of Allottee, builder may handover the flat with conditional possession to complete the interior work.

10.1. That in case intending Allottee(s) fails to take possession of apartment within 'Grace period', Rs. 5/- per sq. ft. will be charged for the delay of First Month and Rs. 10/- sq. ft. will be charged for delay as watch & ward charge during second month from the date of expiry of said 'Grace period' and in case possession will not be taken within 1 year flat may be cancelled at the sole discretion of builder and deposited amount will be refunded without interest.

10.2. That the developer shall complete the development /construction of the flat within 36 months from the date of issuance of Allotment Letter with an extended period of 6 months thereon. In case of delay in construction of the said flat attributable of delay of developer, the developer would pay a sum of the rate of Rs. 5/- per sq. ft. saleable area per month beyond grace period, provided however that the intending Allottee has made payment of all installments towards the sale consideration amount of the flat in time and without making any delay to the developer. It is also clarified that in case of transfer/conditional sale/assignment of allotted flat to someone else on the basis of appointment/permission law, the company will take administrative charge decided by the Company at the time of non-transfer/assignment.

- 10.3. That the possession deed be completed prior to the date given in the allotment letter in that case the allottee(s) shall not refuse for taking the possession on any ground whatsoever the date given in the allotment letter is for assessment only and construction could be completed earlier to that.
- 10.4. 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 for Possession". The said "Fit out Period" is in order to facilitate the allottee(s) in 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 the apartment only. After the registration of 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 and the owner(s) may get these final installations done in his/her own presence, if desired so.
- 10.5. The final touch to the apartment shall be given after the registration of registry and the owner(s) 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 after the keys of the apartment were not been taken back.
- 10.6. That in case the allottee(s) reaches in end 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 for possession.
- 10.7. That if there is delay in handing over the possession of apartment beyond 6 months from the proposed date of possession due to any reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges 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 instalments from the concerned allottee(s) were received in time. Vice versa the penalty of 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 proceed with the requisite compliance as per the letter of "Offer for Possession". The said penalty shall

commenced from the date of expiry of Fit-out period. This testing/defecting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as completed and no other claim except its refund of amount 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).

10.8. That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upon the date of applying for the completion certificate only, however in absence of completion certificate the builder may offer conditional possession.

10.9. The 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 manufacturer themselves. However, in the event of recurring problem with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue.

That the amenities like Road, Electricity, Sewer and water supply same shall be provided by the GDA/Authority Concerned up to the boundary of said project. The company will carry out all the above mentioned amenities within boundary of the said project i.e. internal development of the project. The delay in providing the above said facility on the part of the GDA/Authority Concerned shall not be considered the delay on part of the company.

That the allottee(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages 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 constructions or after constructions by the allottee(s) or any family member accompanying him/her.

10.10. Registrations:-

It is hereby agreed understood and declared that the registry of the apartment shall be executed and registered in favour of allottee(s) after the apartment has been fully constructed at the site, after receipt of total consideration and other charges, agreed fees and other connected expenses/charges i.e. cost of Stamp Duty for registration of the registry, registration charges/fees miscellaneous expenses and Advocate's legal fees/charges, these fee and charges shall be borne and paid by the allottee(s). The allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as

per the Stamp Act, any the stamp duty and cost/delay of stamp thereon if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).

11. **EVENTS OF DEFAULT AND CONSEQUENCES:-** It is specifically made clear to the Flat Allottee that all defaults, breaches and/or non-compliance of any of the terms and conditions of this allotment letter shall be deemed to be events of defaults liable for consequences stipulated herein. With a view to acquaint the Flat Allottee some of the indicative events of defaults are mentioned below which merely illustrative and are not exhaustive.

- i) Failure to make payment of even one instalment within the time as stipulated in the schedule of payments and failure to pay the stamp duty, registration and incidental charges, adhoc/city taxes, service tax, any increases in security, including but not limited to physical fire maintenance security as demanded by the company, any other charges, demands for bulk supply of electrical energy, taxes etc. as may be notified by the company to the Flat Allottee under the terms of this allotment letter and all other defaults of similar nature.
- ii) Failure to take over the said flat for occupation and use within the time stipulated by the company in its notice.
- iii) Failure to execute the conveyance deed within the time stipulated by the company in its notice.
- iv) Failure to execute Maintenance Agreement under to pay on or before its due date the maintenance charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof, as demanded by the company, its committee other body or association of flat owners.
- v) Dishonour of any cheque(s), given by Flat Allottee for any reason whatsoever.
- vi) Sale/transfer, disposal or dealing with, in any manner, the reserved parking space independent of the said flat.
- vii) Any other acts, deeds or things which the Flat Allottee may commit, and/or fail to perform in terms of this allotment letter, any other undertaking, affidavit/statement letter/undertaking etc. or as demanded by the company which in the opinion of the company amounts to an event of default and the Flat Allottee agrees and confirms that the decision of the company in this regard shall be final and binding on the Flat Allottee.

Company

Allottee/s

Upon the occurrence of any one or more of scenario(s) of default under this allotment letter including but not limited to those specified above, the company may, at its sole discretion decide to cancel this allotment Letter.

11.1 If any misrepresentation/omission or suppression of material facts are found to be made by the applicant, the allotment will be cancelled and the earnest money as mentioned herein above shall be forfeited and the applicant shall be liable for such misrepresentation/suppression of material facts in all respect.

12.. That the allottee(s) has had to pay non-refundable Interest Free Maintenance Security (IFMS) to the company @ Rs. 20/- per sq.ft. of the super built-up area, which will be transferable to the R.W.A. at the time of handing over the maintenance to the R.W.A. That the allottee(s) also has/have to pay Monthly Maintenance charges @ Rs. 2,00/- per sq. ft. per month of the super built-up area to the company, the same shall be charged through the electricity meter. 75% of these monthly maintenance charges will be transferred to the maintenance agency and the remaining 25% amount will be used for the maintenance of Project. The said amount will be utilized for electricity expenses, cleaning and maintenance of lifts, parks, roads, security and other amenities falling under the common use and for the common areas of the Project. All other Terms & Conditions mentioned in Maintenance Agreement shall be applicable. The Power Backup Installation Charges & Interest Free Maintenance Security (IFMS) are applicable and payable to builder as per agreed rate in builder's account. It is agreed that in case fund available in the maintenance account for capital replacement are not sufficient to meet the requirement of the association for any such repairs, replacement orgradation the short fall shall be met with the fund collected on account IFMS.

The company has undertaken the upkeep, operation / expansion and management of the said complex, and to provide services in relation thereto, as set-out in clause hereinafter, initially for a period of 2 years, and unless an association of the owners of the flat in the said Complex is formed, this Agreement will stand renewed for further period of 2 (Two) years.

12.1. That the allottee(s) can also avail Power backup facility as noted by him/her/them in this application. The allottee(s) may finally decide to have given his/her/his consent in writing at the time of application, as no request for power backup facility shall be entertained later on. The cost and charges of the power backup (i.e. running of DG set) shall be subject to the prevailing rates of fuel at the time of possession.

Note: - Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in the booking application.

12.2. PAYMENT OF DEPOSITS & CHARGES FOR BULK SUPPLY OF ELECTRICAL ENERGY- If the company or the maintenance company/agency decides to apply for and thereafter received permission from UPPCL or from any other body/commission/regulatory/licensing authority established by the government of U.P. for such purpose, to receive and distribute bulk supply of electrical energy in the said complex, then the Flat Allottee undertakes to pay on demand to the company, irrespective share as determined by the company of all deposits and charges payable by the company or the maintenance agency/company to UPPCL/ Power Supply Company Licensing authority established by the Government of U.P., falling within the same shall be treated as unpaid portion of the total price payable by the Flat Allottee for the said flat and the conveyance of the said flat IN full

payment of such deposits and charges are received by the company or the maintenance company/agency. Further, in case of bulk supply of electrical energy, the Flat Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Flat Allottee's rights to apply for individual direct electrical supply connection directly from UPPCL or any other body responsible for supply of electrical energy. 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 from time to time.

12.3. PAYMENT FOR REPLACEMENT, UPGRADEATION, ADDITION OF LIFT, DG SETS, ELECTRIC SUB-STATIONS PUMPS, FIRE FIGHTING EQUIPMENT AND OTHER CAPITAL PLANTS/EQUIPMENTS: That as and when any plant and machinery within the said complex/said building, as the case may be including but not limited to lift, 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-rata basis i.e. in proportion to the Super Area/sq. ft. area of the said flat to the total Super Area/sq. ft. 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 timing or cost thereof and the Flat Allottee agrees to abide by the same.

12.4. RIGHT OF FLAT ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES- The Flat Allottee hereby agrees to purchase the said flat on the specific understanding that neither right to the use of common areas and facilities within the said building/said complex and right to exclusive use is reserved/open parking

work, if advised, shall be subject to timely payment of total maintenance charges demanded by the maintenance company/agency/repair work and performance by the Flat Allottee of all further obligations under this allotment letter and the requisite 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 shall remain liable to pay facility.

- 12.5. **RIGHT TO ENTER THE SAID FLAT FOR REPAIRS:** In addition to the company's and the maintenance company's/agency's rights of unrestricted usage of all common areas and facilities and working space for providing necessary maintenance services, the Flat Allottee agrees to permit the company or the maintenance agency to enter into the said flat or any part thereof, after due notice is written and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said flat or the defects in the flat above or below of the said flat.
13. **USE OF SERVICE AREAS:** - The service areas, if any, as may be provided within the said building/said complex, as the case may be shall be earmarked by the company to our services including but not limited to electric sub-stations, transformers, DG sets, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per Zoning Plans/Building Plans. The company may also, at its reasonable discretion, earmark areas reserving space for reserved car parking of Flat Allottee(s) for reserved/dedicated car parking for the staff of the maintenance company/its own staff or for individual Allottees. The Flat Allottee shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the company or the maintenance company/agency and its employees for rendering maintenance services. The Flat Allottee shall keep the company informed and furnished against any breach/violation of the terms herein.
14. **USE OF TERRACES:-** 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 extending 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 purchase/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 claim on this account.
15. **GENERAL COMPLIANCE WITH RESPECT TO THE SAID FLAT:** That the Flat Allottee shall, after the expiry of allotted period be solely responsible to maintain the flat at his/her own cost in a good repair and condition and shall not let or suffer to be done anything in or to the said building, or the said flat

or the staircases, lift common passages, corridors, circulation area within or the compound which may be in violation of any laws or rules of any authority or change or alter or make addition to the said flat and keep the said flat, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shifter etc. of the ceiling or parting to the building in which the said flat is located is not in any way damaged or jeopardized.

15.1. Signage / Colour Schemes-

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 roadways of the Said Residential Complex. The Allottee further undertakes as follows:

- That Allottee shall not change the colour scheme of the exteriors of the doors / windows.
- 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.

16. COMPANY'S CHARGE ON THE SAID FLAT:- The Flat Allottee agrees that the company shall have the flat charged with or the said flat for the recovery of all its dues payable by the Flat Allottee under this allotment letter and such other payments as may be demanded by the company from time to time. Further the Flat Allottee agrees that in the event of his/her failure to pay such dues as afore-stated, the company will be entitled to enforce the charge upon by selling the said flat to recover and realize the outstanding dues out of the sale proceeds thereof.

17. APARTMENT OWNERSHIP LAWS:- 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 alongwith the provisions of this allotment letter in relation to such laws and shall comply, as and when applicable with 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.

18. **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/painting 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 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 amount of Flat Allottee.
19. **Services:-** That the Allottee shall put his complete address registered with the Owner / Developer at the time of booking and it shall be his responsibility to inform the Owner / Developer by Registered A/C letter about all subsequent changes, if any, to his address. The address given in the Application Form for allotment of the said Flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid. In case of joint Allottee, all communication sent by the Owner / Developer to the first Allottee shall be sufficient. All letters, receipts, notice notices issued by the Owner / Developer or its nominees and dispatched by Registered Post/ Courier to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.
- 19.1. That it is hereby agreed, understood and declared that the company may take constructive financial demand loan for construction of the above said complex from the banks/financial institutions after mortgaging the land/development of the said complex. However, the registry in respect of apartment in favour of allottee(s) will be executed and registered free from all encumbrances at the time of registration of same.
20. That all charges of GDA known as development charges etc. and charges or other taxes demanded/imposed by various local authorities or charges levied by the City Dward, Ghaziabad or U.P. Jal Nigam/ Sewage Municipal Corporation/ Authorities etc. shall be paid proportionately by each Flat Allottee in the proportion of the Super Area/Plot area.
21. **Parking:-** That the parking will be available inside the project, as per the type opted by the allottee(s) in the Application Form. The Car/vehicle shall be parked within the same parking space allotted to the allottee(s). One parking either Open or Basement or Basement Big Parking Slot or Unit, is mandatory. One parking, as opted in application form will be given by the company.

The car parking space shall form an integral part of the said flat/unit and usage right of the same shall be given to the allottee for his exclusive use. The car parking space shall always remain attached to and be an integral part of the said flat/unit and the same shall not have any independent legal entity detached from the said flat/unit. The allottee shall not subdivide/sell the car parking space as independent of the said flat/unit and whenever the said flat/unit is transferred in any manner, the same shall be inclusive of the transfer of the right to use the said parking space simultaneously. The allottee shall not modify, make any changes or cover the car parking space in any manner whatsoever at any point of time. The covered parking space shall mean the parking space to be provided in the basement or any portion of the said building and complex. The allottee shall park his vehicle in the said car parking space only and not anywhere else in the said building/basement/complex project. The company will shift the reserved/dedicated car parking space to the allottee on "Draw of Lots" basis after handing over the said complex. If the company is unable to provide other car parking space to any allottee, for whatever reason, the same will be shifted in the covered car parking space and the difference of the cost will be payable by the allottee.

22. **NRIs:** 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 any such permission is ever refused or subsequently found lacking by any statutory authority/the company, the amount paid towards booking and further consideration will be returned by the company as per applicable rules without any interest and the allotment shall stand cancelled forthwith. The applicant agrees that the company will not be liable in any manner on such account.

23. **Miscellaneous:-** 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 conform 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 other document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.

24. Substitution/ Addition:

The Company may, in its sole discretion and subject to applicable laws and regulations or any Government directions as may be in force permit the Allottee to get the name of his name substituted in his place subject to such terms and conditions and charges as the Company may impose. The substitution shall be at the sole discretion of the company subject to which charges as decided by the company / Board and the Allottee shall obtain prior written permission from the Company before doing any such transaction of such substitution. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences/charges that may arise from such substitution. The original as well as substituted Allottee shall jointly and severally keep the Company fully indemnified and harmless in this regard. The Company has explained and the Allottee has understood and agreed that all the provisions contained herein and the obligations arising here under in respect of the Said Allottee shall equally be applicable to and enforceable against any and all future name/holdings of the Said Allottee, as the said obligations go along with the Said Allottee for all events and purposes subject to the provisions mentioned hereinabove.

25. The Courts at Ghazabad alone shall have jurisdiction in case of any dispute.
26. If any dispute or difference of any kind whatsoever shall arise between the "The Company" and the Allottee in connection with or arising out of the allotment letter which they are unable to settle amicably between themselves, hence such disputes or differences shall be decided by panel of three arbitrators in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It also agreed that the arbitral tribunal shall not have and jurisdiction to adjourn upon the disputes or arguments. The arbitration shall be held in Ghazabad and English language shall be used in the arbitral proceedings. The Indian laws shall govern the proceedings. The parties agree that the decision of the majority of the arbitrators so appointed shall be final and binding upon the parties.

ACCEPTANCE

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. We understand that the terms and conditions given above are of indicative nature with a view to acquaint reader generally with the terms and conditions as may be comprehensively set out in the Allotment Letter. We opt for construction linked plan/CLP as per attached detachable sheet.

Signature of Applicant (s): _____

Address _____

Witness: _____

Signature: _____

Name: _____

Company

Allottee/s

SPECIFICATIONS**FLOORING:**

- Vitrified tiles 2'x2' in Drawing Room, Kitchen and Bedroom
- Ceramic tiles in Bathrooms and The Balconies

WALLS AND CEILING FINISH

- POP finish walls & ceiling with GRD

KITCHEN

- Granite working top with stainless steel sink
- 2' 0" dado above the working top
- Woodwork below the working top

TOILETS

- Ceramic tiles on walls up to door level
- White sanitary ware with EWC, CR fittings

DOORS & WINDOWS

- Equivalent wood
- Internal Door-frames made of Maranti or equivalent wood
- Internal doors made of painted flush shutter
- Main entry door frame of Maranti or equivalent wood
- Good quality hardware fittings

ELECTICAL

- Copper wire in PVC conduits with MCB supported circuits and adequate power and light points in wall & ceiling

NOTE:-

1. The Colour and design of tiles and motifs can be changed without any prior notice.
2. Variation in colour and size of vitrified floor/granite may occur.
3. Variation in colour in mica may occur.
4. Area in all categories of apartments may vary up to $\pm 3\%$ without any change in cost. However, in case the variation is beyond $\pm 3\%$ pro rata charges are applicable.
5. The request for any change in construction/specification of any type in the apartment will not be entertained.

Annexure-B**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 M/s Nipun Builders & Developers Pvt. Ltd.

W/o _____

S/D/MPD _____

R/O _____

Acquired apartment no. _____ in the property _____ by way of gift, exchange, purchase, or otherwise or taking lease of an apartment from Shri _____

I hereby undertake to comply with the covenants, conditions and restrictions subject to which said apartment was owned by the aforesaid 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)

Company

Allottee/s

Annexure-CUNDERTAKING

Office of M/s Nisam Builders & Developers Pvt. Ltd.

I/We: _____

E/D/W/O: _____

Res: _____

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)

Company

Allottee/s

Annexure-DTerrace Layout Plan Map

Company:

Allottee/s

Payment Schedule / Consent Letter

Company

Allottee/s