

**ALLOTMENT LETTER**

Dated.....

To,

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PAN:.....

PAN:.....

(Allottee)

(Co-Allottee)

**Allotment of Residential Flat in Group Housing Project "UNINAV HEIGHTS" Situated at, RAJNAGAR  
EXTENSION, GHAZIABAD, U.P.**

Dear Sir/Madam,

In response to your application dated ....., we, M/s **Uninav Developers Pvt. Ltd.**, a Company registered under the Companies Act, 1956, having its Corporate Office at 117, First Floor, Ram Vihar, Delhi-110092, CIN: U70102DL2011PTC217470 (hereinafter referred to as the 'Company' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms & conditions mentioned hereinafter allot to you Residential Flat No . ..... on ..... Floor, Block ..... Super Area ..... Sq.ft. / ..... Sq.mtr., Carpet Area ..... Sq.ft. / ..... Sq.mtr., as per specifications attached as Annexure-'A' herewith, in the proposed Group Housing Project known as '**UNINAV HEIGHTS**' situated at **RAJNAGAR EXTENSION NH-58, GHAZIABAD**, for a Total Cost of Rs. .... (Rupees..... only) payable as per Payment Plan mentioned as Annexure-'B' hereinafter.

**Note: 1 Sq.mtr. = 10.764 Sq.ft.**

- Whereas the Company has purchased land in Khasra Nos. 990 min, 999 & 1000, Land Measuring 25,740 Sq.yds., in Village Noor Nagar, Paragana Loni, Tehsil and District Ghaziabad, the vicinity known as "RAJNAGAR EXTENSION, GHAZIABAD", vide sale deeds which are the duly registered Document at No. 4297, in Book No. 1, Volume No. 4757, at Pages 331 to 684 on 09.05.2011 & Document at No. 4199, in Book No. 1, Volume No. 5717, at Pages 01 to 334 on 11.04.2012 & Document at No. 4987, in Book No. 1, Volume No. 4805 at Pages 189 to 494 on 25.05.2011 in the office of Sub-Registrar-II, Ghaziabad.
- The Company is developing and constructing Apartments/Flats of various sizes and dimensions, namely "UNINAV HEIGHTS" on the said Plot of land, after getting the building plan duly sanctioned/approved from the Ghaziabad Development Authority, Ghaziabad (GDA). The Company is entitled to allot the Flat(s) to the Intending Allottee. The Allottee desires to purchase a Flat in the said Project "UNINAV HEIGHTS" which the Company offered for allotment. The location of the Flat is delineated in the layout plan.
- As per the building plan/layout plan of said Project "UNINAV HEIGHTS" it is envisaged that the Flats on all floors shall be allotted as an independent dwelling unit with impartible and undivided proportionate share of free hold rights in the land area underneath his block/tower as well as the passages, stairs and corridors, overhead and underground water tanks and other common facilities, if any, for the Flat(s) to be used and maintained jointly by all the Allottee(s) in the manner hereinafter mentioned. The rights to terrace(s) are vested with the Company and the Allottee shall not be permitted to carry out any construction on the terrace(s).
- That the Allottee is fully satisfied about rights, title and interest of the Company in the said land on which the Apartments/Flats as the part of plot is being constructed and has understood all layout designs, specifications, salient features, and common facilities, etc., and all limitations and obligations in respect thereof and there are no further investigation(s) or objection(s) remain by the Allottee in this respect.

Whereas the Company offers to allot residential flats of different sizes and dimensions in the said Project under the name and style of "**UNINAV HEIGHTS**".

Company

Allottee

Co-Allottee

That for all intents and purposes, singular includes plural and masculine includes feminine.

**NOW, IT IS MUTUALLY AGREED AND UNDERSTOOD, THE TERMS & CONDITIONS OF THIS ALLOTMENT LETTER WITNESSETH AS UNDER:**

1. That the Allottee shall comply with the terms & conditions of this Allotment and shall make timely payments as per schedule mentioned herein, in this Allotment or its annexure(s), the Company hereby agrees to allot the above said Flat in the said group housing complex, namely "UNINAV HEIGHTS" built on Plot of Land bearing Khasra Nos. 990 min, 999 & 1000, in the area of Raj Nagar Extension, NH-58, Village Noor Nagar, Pargna Loni, Tehsil and District Ghaziabad. (The said super area is tentative and is subject to change until the grant of Occupancy Certificate from the competent Authority).
2. The Super Area comprises the Built-up area of the flat including walls, balconies, columns, cupboards, usable shafts, and a certain percentage of the double height areas or terrace, entrance lobby, corridors, staircases, lift shafts/lift core at every level, lift lobby and all other lobbies, landings, etc., lift machine rooms, generator rooms, electrical rooms and the rooms built for substations/transformer, if any, gas banks, mummy, garbage room, club house, security rooms, R.W.A. rooms, indoor sports rooms, general common toilets for servants/maintenance staff/driver, and the other common areas.
3. That all adjoining areas including the un-allotted terrace/roof, unreserved Open/Covered/Stilt Car Parking Spaces and facilities therein, storage areas, etc., the entire un-allotted/unsold areas of the Project, except for the said Flat, allotted herein along with all common easement rights attached therewith including common areas and facilities of the said building shall remain the property of the Company and the same shall always be deemed to be in its possession.
4. The Allottee has seen and accepted the plan, designs, and specifications of the project, which are tentative. The Company can do modifications in the layout plan/building plan/design as the Company may deem fit or as directed by any competent authority(s). As per the prevailing Building bye-laws of the GDA, the F.A.R. (Floor Area Ratio) of the said project is 2.5 of the plot area which comprises of fixed number of the dwelling units in proportionate to the population density, and thereafter, 1.25 F.A.R. is purchasable and a compensatory F.A.R. for road, etc., is also applicable. Further 10% of the total F.A.R. is compoundable accordingly and the number of dwelling units may be increased. That in eventuality of change in F.A.R., the company shall have a right to achieve the enhanced F.A.R. That the Company can make any type of change in the layout/elevation/design/ alteration in open spaces, parking spaces, etc., as and when required or deemed fit by the company for which the Allottee shall have no right to raise any kind of objections.
5. That the sale consideration is for the total area of the said flat, as mentioned herein, popularly known as 'Super Area'. All other rights except 'Super Area' including easement rights, un-allotted parking spaces or any other spaces, which does not fall under the definition of common areas shall be the sole ownership of the Company to whom shall have the right/authority to charge fees for membership for such facilities and shall have right to dispose off the same.
6. That the Car Parking will be available inside the complex as per type opted by the Allottee in the Application Form. The Cars/Scooters/Two Wheelers/Cycles will be parked within the same parking spaces allotted to the Allottee. The Allottee shall not carry out any temporary/permanent construction or storage of any item in the Parking Space. The allotted Parking Space is a facility to the Allottee, which is attached to the Flat owned by him in the Complex; therefore, the Allottee cannot allot/sell/rent out further to anybody else. The Allottee will make available the Parking Space to the upkeeping staff for the maintenance of the water pipes, main hole, fire fighting pipes, electric cables, water tanks, etc., as and when required/asked for by them. One Car Parking either open, basement or stilt is mandatory. The Company also reserves the rights to allot the un-allotted parking space(s) in the future after handing over the maintenance of the said complex to the R.W.A/owner of the Flat(s).
7. That the Company has deposited the Development Charges in the GDA for all amenities like Road, Electricity, Sewer and water supply line, which shall be provided by the GDA/Authority concerned up to the boundary of the said Project. The Company will carry out all the above-mentioned amenities within the boundary of the said Project, i.e., internal development of the Project. The company shall not be held responsible for the delay in providing the above-said facilities on the part of the GDA/Authority concerned.
8. The timely payment of the installment(s) as per the Payment Plan shall be the essence of the Allotment Letter. It shall be incumbent on the Intending Allottee to comply with the terms & conditions of payment and Allotment Letter. In case, at any stage, the Intending Allottee seeks cancellation of allotment and/or refund of the amount deposited by him, the company may on its discretion forfeit the booking/registration amount or the earnest money up to 10% of the total cost of the Flat + GST as applicable OR if the Allottee fails to make the payment as per opted plan, then the Company shall have full right to cancel the allotment of the said Flat and the Company shall forfeit 10% of the total cost of the Flat + GST as applicable and the remaining amount, whatsoever, shall be refunded without any interest after 90 days of cancellation.

Company

Allottee

Co-Allottee

9. That the payment, on or before due date, of basic price and other amounts payable by the Allottee as per the payment plan opted by the Allottee or as demanded by the Company, from time to time, is the essence of this Agreement. In case the Allottee fails to make the payment as per schedule, the Allottee shall be liable to pay interest thereon @24% p.a. from the due date of the installment/payment till the date of actual payment. In case the Allottee fails to make payment with interest within 45 days, the allotment shall automatically stand cancelled without any prior notice and the company shall have right to forfeit the earnest money which is equivalent to 10% of the total cost of the Flat + GST as applicable after deduction of the interest on the overdue received from the finance companies/banks against the said allotment and other charges like VAT, GST, etc.; however, the company shall have the sole discretion to condone the delay of making payment after expiry of 45 days on such terms & conditions which the company deems fit and appropriate, in case, the allotted Flat has not been allotted to anyone else and the remaining amount, whatsoever, shall be refunded without any interest after 90 days of cancellation.
10. That time is the essence and obligation on the part of the Allottee to make the payment of the sale consideration as per the payment schedule along with other payments as applicable, i.e., stamp duty, registration fee and other charges as applicable to be paid on or before due date or as and when demanded by the Company as the case maybe and also to perform or observe all other obligations of the Allottee under the Allotment Letter. However, the Company may without prejudice to its rights in its sole discretion, waive its rights to terminate the Allotment, enforce all the payment, and seek specific performance of this Allotment in such a case. The Allottee agrees that the possession of the Flat will be handed over to the Allottee only after clearing the entire outstanding dues, penalties, interest, if any, etc., to the satisfaction of the company.
11. That the Allottee and Co-Allottee, if any, will have equal share in the Flat, and in case of death of any of them, the booking will continue only after providing a succession certificate regarding the legal heirs of the deceased from the appropriate authority and a NOC from the bank, in case a loan facility is availed. Similarly, in case of divorce or where any type of dispute arises between the Allottee(s), the booking will continue only after providing a written consent and NOC from the concerned bank. The dispute, whatsoever as stated above, shall not give any effect to the terms & conditions of the Allotment letter. In the above said circumstances, there will be a time limit maximum up to two months for the required compliance in case of non-payment of dues and the interest on delayed payment shall be charged, and thereafter, the company can cancel the said allotment and the Allottee shall have no claim or right, whatsoever, except to claim for the refund of amount deposited as per clause #8 of this allotment letter. The amount for the sharing of refund in case of divorce and/or any kind of dispute as stated above, consent of the Allottee shall be necessary; otherwise, the amount shall be refunded in equal share(s) between all the Allottee.
12. That in case the Allottee desires to avail a loan facility from his employer or financing bodies/Bank(s) upon the Allotted Flat, the Company shall only facilitate the process and the following conditions shall apply:-
  - a) The company shall not be responsible for non-sanction of loan by the competent authority(s) and Allottee is bound to make the payment due as per the payment schedule.
  - b) The terms of the financing agency shall exclusively binding and applicable upon the Allottee only.
  - c) The responsibility of getting the loan sanctioned and disbursed, as per the Company's schedule of payment will rest exclusively on the Allottee. In case the loan not being sanctioned, disburse or the disbursement being delayed, the payment to the Company, as per payment schedule, shall be ensured by the Allottee, failing which, clause #8 of this allotment letter shall be prevailed.
13. That if there are any additional levies, taxes, GST, sales tax, VAT, trade tax, rates, charges, compensation to the farmers, elevated road cess, metro cess and fees, etc. as assessed and attributable to the Company as a consequence of the order of government, Ghaziabad Development Authority, municipal corporation or other local or statutory authority(s), the Allottee shall be liable to pay his proportionate share of such additional levies and taxes.
14. That the possession of the said Flat is likely to be delivered by the Company to the Allottee on or before 36 months from the date of this Allotment with the grace period of  $\pm 6$  months. If, in case, the completion of construction of the said project is delayed due to force majeure circumstances (including strike of workforce, civil commotion, war enemy action, terrorist action, explosions or accidents, air crashes, delayed payments or any acts of God, i.e., fire, drought, flood, earthquake, epidemics, natural disasters or delay in grant of permission by the competent authority or any statutory notification or enactment of law or due to market condition, etc.), the Company shall be entitled to have reasonable extension of time for handing over possession of the said project to the Allottee and the aforesaid dates of possession shall be taken to have been extended by the period of delay caused due to force majeure.
15. That the construction maybe completed prior to the date given in the allotment letter, and in that case, the Allottee shall not refuse for taking the possession on any grounds, whatsoever. The date given in the allotment letter is an evaluation only and construction could be completed earlier to that.

Company

Allottee

Co-Allottee

16. That the Project comprises of many blocks, and as soon as the construction of particular block is completed with all the basic amenities attached to that block, the company will offer the possession of the Flat in that block to the Allottee. The construction of remaining blocks will continue and it can take further time until its completion. The Allottee has to take possession of the Flat as and when offered and the Allottee shall not deny for taking the possession on account of delay of issuance of Completion Certificate by the authority concerned or ongoing construction or any other reason, whatsoever. It is hereby cleared to the Allottee that the Completion Certificate shall not be a reason for denial of taking the possession by the Allottee.
17. That a written intimation for completion of Flat will be sent to the Allottee and a "Fit-Out Period" of one-quarter will commence from the date of offer of possession. The said "Fit-Out Period" is in order to facilitate the Allottee with requisite formality viz. obtaining NOC from the Accounts/Legal department(s) of the Company, registration of Sale Deed/Transfer Deed, etc. The installation of sanitary-ware, washbasin, kitchen sink, hardware accessories, final touch of paint, etc., will be done during said "Fit-Out Period" and after the registration of Sale Deed of the flat only. The final touch will take 30-40 days for an individual flat and the Allottee may get these final installations done in his own presence, if desired. Maintenance charges shall be applicable on the expiry of "Fit-Out Period" as mentioned in the intimation letter.
18. The final touch to the apartment shall be given after the registration of sale deed and the consent of the apartment shall be presumed that the keys of the apartment were given for the final touch. The apartment owner(s) shall over the keys back after completing the job of final touch and on the date which was confirmed to the owner(s). In case the owner(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 Apartment owner(s) even then the keys of the apartment were not taken back.
19. That if there is delay in handing over possession of apartment after expiry of "Fit-Out Period" due to any others reason (s) which were within the control of the company, the company will pay to the Allottee delayed possession charges @ 5/- per sq.ft. Per month in respect of the total area of the apartment for the delayed period (commencing from the date of expiry of "Fit-Out Period" only), provided that all due installments from the concerned Allottee were received in time. Vice versa the penalty of Rs. 5 per sq.ft. on delay in taking in possession shall also be applicable over the Allottee and payable by the Allottee, if the Allottee does not processed with the requisite compliance as the letter" Offer For Possession". The said penalty shall commence from the date of expiry of Fit- out period. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & condition of the company shall be entitled and entertained.
20. That there will be a defect liability period of 24 months from the date of offer of possession. The defect liability shall be limited to the major defect in construction, i.e., structure; however, air cracks in plaster masonry, wrap page in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes, etc. The defect liability is not applicable on the bought-out items most of which are covered under warranty by the manufacturers themselves; however, in the event of recurring problems with the bought-out items, the Company shall be co-operative with the Allottee in sorting out the issue.
21. That if the Allottee does not proceed with the requisite compliance as per the Offer Letter of possession, the said allotment shall be treated as cancelled and neither any kind of claim (except to refund of amount without any interest and as per terms & conditions of the Allotment Letter) remain against the company nor shall be entitled and entertained.
22. That the registration charges including cost of stamp papers, documentation fees, Advocate's fees, official fees and other informal charges shall be borne and paid by the Allottee to the company. The Allottee shall also be responsible and liable for the payment of deficiency in stamp duty/penalty/interest as per the Stamp Act and any stamp duty and deficiency of stamp thereon impose by the government/competent authority over allotment letter. That the Allottee will also bound to sign and execute all requisite application, forms, affidavits, agreements like maintenance agreement, electricity agreement, power backup agreement, parking agreement, etc., undertakings required from time to time for purchase of the said Flat.
23. The Allottee understands that this document is not an agreement to sell, as there are number of contingencies and uncertainties regarding final shape of the building, location of the Flat and its dimensions, which may be modified. The agreement to sell/sale deed shall be executed and got registered as per law applicable on the same terms & conditions after finalization of these matters. The Allottee shall not sell, transfer, let-out, assign or otherwise part with the possession of the said Flat or the interest/benefit under this agreement without prior written consent/NOC of the Company/Maintenance Agency under this agreement.
24. That any alterations/modifications during the course of construction resulting in  $\pm 3\%$  change in the original Super

Company

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Area of the Flat, there will be no extra charge/claim by the company and similarly the Allottee shall not be entitled for any refund; however, any major alterations/modifications resulting in more than  $\pm 3\%$  change in the super built-up area of the Flat during the course of construction and up to the possession of the Flat, the Company will intimate to the Allottee, in writing, about the changes thereof and the change in the enhanced cost of the Flat and the Allottee shall have to pay the amount to the company. The Allottee has to give his consent in writing within 30 days from the date of such notice. If any Allottee does not agree to such alteration/modification, then he/she may opt to surrender his/her allotment in writing within the aforesaid period of 30 days whereupon, the allotment shall be cancelled and the Company will refund the entire money received from the Allottee without any deduction and without any interest. If no communication/consent is received from the Allottee within the period of 30 days, it shall be deemed to be the consent of the Allottee. No other claim of the Allottee shall be considered in this regard.

25. That it is clearly explained, understood and agreed by the Intending Allottee that if, for any reason, the Company is not in the position to allot the Flat applied by the Intending Allottee, the Company may offer an alternative Flat to the Intending Allottee, and in case, the same is not acceptable to the Intending Allottee, the Company will refund the amount deposited by the Intending Allottee without any interest and/or compensation on account of the same within ninety days of request and the Intending Allottee shall not raise any objection to the same.
26. That the physical possession of the Flat will be given after execution of the Sale Deed and until a Sale Deed as permissible in law is executed & registered. The company shall continue to be the owner of the Flat(s) and also the construction thereon and this allotment shall not give to the Allottee any right, title or interest therein even though full payment have been made to the company. The company shall have the first lien and charge on the Flat for all its dues that may become due and payable by the Intending Allottee to the company.
27. That saving and excepting the particular Flat proposed to be allotted, the Intending Allottee shall have no claim or right of any nature or kind, whatsoever in respect of unsold Flat(s), open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial/recreational facilities, basements, parking spaces (except what has been allotted to the Intending Allottee as per Application Form) or any other space which is not allotted to him, which shall solely remain the property of the Company for all times unless the Company decides to dispose them off subject to right of the Intending Allottee, as mentioned hereinafter and the Company can sale/lease out the vacant Flat(s) or the complete block/tower of the Flat as a whole or in part to one or more person(s)/company(s)/institution(s) whatsoever for short term or long term.
28. That the Allottee hereby agrees that in case during the course of construction and/or after the completion of the Project, further construction on the Plot becomes permissible, then the Company shall have the sole right to start/continue/complete such further construction as belonging to the Company notwithstanding the term and allotment of any common areas as limited common area, otherwise. It is agreed that in such a situation, the proportionate share of the Allottee in the common areas and facilities and limited common areas and facilities shall stand varied accordingly.
29. That the Allottee agrees and undertakes that the Allottee shall not raise objections, after taking possession or deemed possession of the said Flat as the case may be, or at any time thereafter, to the Company for constructed or continuing with the construction of the other building(s) adjoining the Apartment(s)/Flat(s).
30. The Allottee hereby agrees and undertakes that before taking possession of the said Flat, he shall enter into a separate Maintenance Agreement with the Company or Maintenance Agency appointed or nominated by the Company for the maintenance of the common areas of the complex. The Allottee undertakes to become a member of the "Flat owner Association" and shall continue to pay the maintenance charges as determined by the said association or Maintenance Agency.
31. The scope of maintenance and general upkeep of various services within the building shall broadly include operation & maintenance of lifts, operation & maintenance of generators including diesel, maintenance of fire fighting systems, garbage disposal & upkeep of common areas, water supply, sewerage system, common area lighting. The services outside the Flat but within the complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls/fencing, horticulture, drainage system, water supply, general watch & ward within the complex.
32. That the monthly maintenance charges upon the super built-up area shall be charged and an interest free maintenance security deposit for 30 months @Rs. 35/- Per Sq. Ft. for the said area shall be deposited by the Allottee. The maintenance of the said Project will be carried out by the Company or its nominee. All the un-sold spaces and areas, which are not the part of common area shall continued to be the property of the Company and all rights are reserved with the Company for the said areas.

**Note: NOC from the Company is required for clearance of dues prior to the sale of the Flat by the Flat owner; otherwise, the subsequent buyer will not be allowed.**

Company

Allottee

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33. That as and when the maintenance of the complex is handed over to the R.W.A., the R.W.A. shall be responsible for all the maintenance and services of the complex included but not limited to all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipments with motor rooms, single point distribution system with all liabilities, gen-sets, security gates with intercom, lift rooms at terrace and other areas in the common area.
34. The Allottee hereby agrees and confirms that Allottee shall not be held responsible to the company for any act, omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency/R.W.A. The Maintenance Agency/R.W.A shall be solely and exclusively responsible (be it tortious, vicarious, civil or criminal) for its acts, commission or omission in rendering the services to the Allottee. The Allottee hereby expressly indemnify to the company for the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency/R.W.A.
35. The Allottee(s) hereby covenants with the Company that from the date of the receipt of the letter/notice of offer of possession of the Flat or the date of receiving deemed possession, as provided herein before, he shall, at his own cost, keep the said Flat, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure/safety of the premises is in no way damaged or jeopardized. He shall either himself do not suffer or permit anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority.
36. The Allottee shall not make any additions/alterations of whatsoever in nature in the said Flat or any part thereof or in the elevation/arcade, closing/covering of the verandah, lounge or balconies and change the outside color scheme of the flat without the prior written consent from the company and shall not or in any other manner damage the columns, beams, walls, stalls or RCC Parapet or carry out any other structural alterations in the flat.
37. That the Allottee agrees not to use the said Flat or permit to be used for purpose other than for residential purpose or for any other purpose, which may or is likely to cause nuisance or annoyance to occupiers of other Flat(s) in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Flat which tend to cause damage to any flooring or ceiling of any Flat(s) over or below or adjacent to his Flat or in any manner interfere with the use thereof or space, passages or amenities available for common purpose.
38. That the Allottee(s) hereby undertakes to abide by all laws, rules and regulations of Government, Ghaziabad Development Authority, Ghaziabad and/or any local authority from time to time or any other laws as are applicable to the said Flat after he has been put in possession or deemed possession of the Flat. That the Allottee(s) hereby agrees that he shall comply with all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied by the Ghaziabad Development Authority, Ghaziabad, Municipal Authority, Government or any other competent Authority in respect of the said Flat and the land on which the said Building is situated at his own cost and keep the Company secured, harmless and indemnified against all costs, requisitions, demands and repairs from the date of notice, and in case of a consolidated demand, it is to be paid by all the Allottee(s) in proportion to the super built-up area of their respective Flat(s). Any taxes, levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification, shall also be reimbursed/payable by the Allottee(s) to the Company as and when demanded.
39. That the Allottee agrees that he shall not fix/install the Air Conditioners/Air Coolers or equipments of like nature at any place other than the spaces earmarked/provided inside the said Flat and shall not design or install or open them in the inside passages, common areas or in the staircases. The Allottee further ensures that no water shall drip from the said Air Conditioners/Air Coolers or the like equipments in a way, which may cause inconvenience to other Allottee/Occupants in the said Complex.
40. The Allottee further agrees, undertakes and guarantees that he will not display/fix any signboard/nameplate/neon lights signs (except specific area), hanging clothes and flower pots on the external facade of the building/tower/Complex or anywhere on the exterior of the building or the common areas. The Allottee further undertakes the following:
  - i) That he will not remove any load bearing wall of the said Flat.
  - ii) The Allottee shall not sink, drill, install and/or commission any well/borewell/tubewell within the said Flat or anywhere outside the area of the said Flat allotted to him.
  - iii) That the Allottee shall not throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in any part of the said Project or any portion of the said Land.
  - iv) That he shall not distribute the electrical load in the said Flat to anyone in compliance with the electrical system installed by the Company or its Maintenance Agency.

Company

Allottee

Co-Allottee

- v) The Allottee shall allow the sweepers/Maintenance staff to enter the Flat for repair of pipes/leakage/seepage going in/on/through or due to any fault in the flat as and when required. After receiving prior intimation and/or written consent through the Company/Maintenance agency.
  - vi) No request for any changes, whatsoever, in the Flat from the Allottee shall be entertained.
  - vii) The Allottee agrees and acknowledges that he shall be solely/jointly/severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.
41. That the address mentioned above shall be taken as final unless any subsequent change has been intimated through Registered A/D letter. All communication, demand notices, letters, etc., posted at the given address shall be deemed to have been duly received by the Allottee. It shall be the duty of the Allottee to inform the company of any change in the registered address. In case the Allottee fails to inform, then the demand letters sent to the Allottee shall be deemed to be delivered. In case of Co-Allottee, then intimation will be sent to the first Allottee and the same will be considered as sent to the other Allottee as well.
  42. That in case of Allottee being an NRI or a foreign national, the observance of the provisions of the Foreign Exchange Management Act, 1999, or statutory enactment or amendments thereof and the rules and regulations of the Reserve Bank of India or any other law may be prevailing and applicable shall be the responsibility of the Allottee. The Allottee shall be responsible to provide the Company with such permissions/approvals, which would enable the Developer to fulfill its obligations as per the Indian Law.
  43. That the Allottee agrees that the Company shall have charge for the recovery of all its dues payable by the Allottee under this Allotment Letter on the said Flat and such other payments as may be demanded by the Company from time to time. Further, the Allottee agrees that in the event of his failure to pay the aforesaid dues, then the Company will be entitled to recover the charge by selling the said Flat and receive the outstanding dues out of the sale proceeds thereof.
  44. The Allottee hereby authorizes and permits the Company to raise finance from any Financial Institution/Bank by way of mortgage/charge/securitization/receivable or in any other mode or manner by charge/mortgage of the said Flat/Tower/Complex.
  45. In case the Allottee(s) has to pay any commission or brokerage to any person for services rendered by such person for acquiring/Allotment of the said Flat whether in or outside India, the Company shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale consideration agreed to be payable to the Company for the said Flat. Further, the Allottee(s) undertakes to hold the Company free, harmless and indemnify from and against any or all liabilities and expenses in this connection.
  46. That any interest of Allottee in this Allotment Letter shall not be assigned by the Allottee(s) without prior written consent of the Company which may be given or denied by the Company at its sole discretion and shall be subject to applicable laws and notifications or any policy of Ghaziabad Development Authority, Ghaziabad, or any other government directions as may be in force and further shall be subject to this Allotment Letter and the terms, conditions and charges as the Company may impose.
  47. That in case of transfer/endorsement/assignment change in name of provisional allotment of Flat, a processing fee shall be charged @Rs. 100/- per sq. ft. + GST for the Super Area and the same shall be payable by such Allottee to the Company at the time of submitting application for such transfer/endorsement/assignment/ change in name, etc. However, in case of family members, one transfer shall be free of any transfer fee, but any subsequent transfer shall be charged at the aforesaid rates. However, the first transfer shall be done after receipt of 40% of the total sale consideration. The family members shall be construed as per the provision of Companies Act 1956.
  48. That in case the Allottee desires for change in Plan/Name of applicant/co-applicant before the allotment, Allottee has to pay Rs.25,000/-(Rupees Twenty Five Thousand Only) + applicable GST as file charges & administration charges. It may be agreed to, though after allotment as per opted payment plan of the total sale consideration of the Flat, constituting the earnest money up to 10% of the total cost of the Flat + applicable GST, will be forfeited and balance, if any, will be refunded without any interest after 90 days.
  49. That single point electricity connection will be taken for the complex from the Paschimanchal Vidyut Nigam Limited and will be distributed through separate meters to the Allottee(s) through pre-paid systems. The Allottee(s) will get the Electrical and Power Back-Up Connection for the capacity, as opted for him in the Booking Application Form. The per unit charges of the Power Back-Up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession, any request for reducing the electrical and Power Back-Up load shall not be entertained and no refund shall be made thereon.
  50. The Allottee shall also be required to pay requisite charge as fixed by the company for connection of Water, Sewer and Electric Meter for the allotted Flat and also the Firefighting Charges, Additional Development Charges, Power Backup Charges, Sinking Fund, Admin. Charges and all other such as fixed by the company and the Allottee will sign all the agreement(s) for Power Back-up Charges and Electricity as and when required by the Company.

Company

Allottee

Co-Allottee

51. No waiver of any breach of any prior provision of this agreement shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this agreement. No waiver shall be effective unless written and duly signed by an authorized representative of the Company.
52. The Allottee agrees to furnish his/her Permanent Account Number (PAN) within 30 days from the date of execution of this Allotment letter, if not furnished earlier.
53. The company reserves the right to cancel the Allotment of Flat, in case, allotment being obtained through misrepresentation and suppression of material facts, and in this regard, the company's decision shall be final.
54. If, any provision of this Allotment Letter shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far so reasonably inconsistent with the purpose of this Allotment Letter and to the extent necessary to conform to the applicable law and the remaining provisions of this Allotment Letter shall remain valid and enforceable as applicable at the time of execution of this Allotment Letter.
55. After receipt of the copies of the Allotment Letter, duly signed by the Allottee, the Company shall sign this Allotment Letter and execution of this Allotment Letter will be completed after such signature by the Company at its office. Hence, this Allotment Letter shall be deemed to have been executed at the office of the Company even if the Allottee may have executed this Allotment Letter at any other place(s) other than above. The authorized signatory personally shall not be responsible for any acts and deeds done on behalf of the company.
56. All disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter shall be mutually discussed and settled between the parties in this Allotment Letter. If the dispute cannot be amicably settled, it shall be decided by the sole arbitrator, appointed by the company, in accordance with the provisions of Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Delhi, by which it will be mutually agreed between the parties and the award of the arbitrator(s) shall be rendered in English.
57. That the Allottee agreed and accepted that if any dispute arises in relation to this transaction between the Allottee and the company then the Courts at Delhi shall have jurisdiction.
58. GST, Vat or any other Govt. Levies / Taxes, if any, shall be charged as per Government rules at the time of payment.
59. Cheque bounce charges, if any, will be borne by the customer @Rs. 250/-.

I/we have fully read and understood the above-mentioned terms & conditions along with the Annexure(s) and agree to abide by the same. I/we understand that the terms & conditions given above are the indicative nature with a view to acquaint me/us with the terms & conditions as comprehensively set out in the Flat Buyers' Agreement. I/we undertake and assure the company that in the event of cancellation of my/our provisional and/or final allotment either by way of forfeiture or refund of my/our monies or in any manner, whatsoever, including but not limited to as set out in the terms & conditions provided in the allotment letter. I/we shall be left with no right, title, interest, lien on the Flat applied for and provisionally and/or finally allotted to me/us in any manner, whatsoever.

IN WITNESSES WHEREOF, the parties have signed this Agreement after understanding the contents, which have been explained in their vernacular language, which the parties admitted as true and correct on the day, month and year written herein above in the presence of the following witness(s):

**Place: Delhi**

**Date: .....**

Company

Allottee

Co-Allottee

Witness(s) Signature with Name and Address:

(1)

(2)

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