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**ALLOTMENT LETTER**

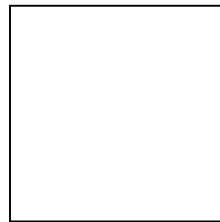
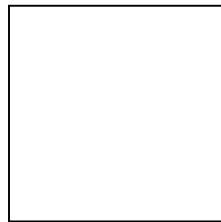
This stamp paper is the part of Allotment letter of Flat No: 0000 allotted in the name of \_\_\_\_\_, of residential apartment in proposed Group Housing Project, THE GOLDEN GATE, Situated at GH Plot No.2, BLOCK H, JAIPURIA SUNRISE GREENS, VILLAGE SHAHPUR BAMHETA, GHAZIABAD.

**COMPANY**

**ALLOTTEE (S)**

To,

\_\_\_\_\_



**Sub: Allotment of Residential Apartment in THE GOLDEN GATE, Situated at GH Plot No.2, BLOCK H, JAIPURIA SUNRISE GREENS, VILLAGE SHAHPUR BAMHETA, GHAZIABAD.**

Dear Madam/Sir,

This is in reference to your request and application dated \_\_\_\_\_ we, M/S Parakh Infrastructure Pvt. Ltd. a company registered under the companies Act, 1956 having its Corporate Office at H-1, Block H, Japuria Sunrise Greens, Village Shahpur Bamheta, Ghaziabad (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 and conditions mentioned hereinafter allot to you residential Apartment No. 0000 on 0000 Floor, Tower – 000, THE GOLDEN GATE, Situated at GH Plot No.2, BLOCK H, JAIPURIA SUNRISE GREENS, VILLAGE SHAHPUR BAMHETA, GHAZIABAD measuring as under:-

Carpet Area:- 00.00 sq.mtr. (000.00 sq. ft.) approx.

External Wall and RCC Columns Area: - 0.0 sq. mtr. (00.00 sq. ft. ) approx.

Balcony Area:- 14.58 sq.mts. (156.93 sq. ft. ) approx.

Common Area :- 21.22 sq.mtr. (228.49sq.ft.) approx.

Total Area:- 102.00 sq.mtr(1098.00 sq.ft) approx.

Terrace area if any :-NIL sq.mtr. (NIL sq.ft.) approx.

**As per Payment Plan (Annexure –A) specifications (Annexure-B) and Map of the apartment (Annexure-C) attached herewith.**

**Total Basic Cost of Rs. 00000000 +GST** as assessed and attributed by the Government of India, payable as per payment plan. The said rates are exclusive of certain charges mentioned hereinafter.

The Allottee(s) has/have already paid on or before execution of this allotment letter, an amount of Rs. 00000000 against earnest money, as per detail below:

| S.No. | Cheque/RTGS No. | Cheque/DD Date | Bank Name | Total Amount | Basic cost | GST |
|-------|-----------------|----------------|-----------|--------------|------------|-----|
|       |                 |                |           |              |            |     |
|       |                 |                |           |              |            |     |
|       |                 |                |           |              |            |     |

The construction is likely to be completed by December 2021.

COMPANY

ALLOTTEE(S)

For all intents and purposes and for the purpose of terms and conditions set out in this Allotment Letter, singular includes plural and masculine includes feminine gender.

#### **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(s)/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 execute 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) and allottee and the co-allottee(s) will have the equal share in the apartment.

**Apartment:** - The dwelling unit/Apartment in the project which is identified by a number, that number is also identifying the floor and the Block of that unit/Apartment. "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 Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.**

#### **Area:-**

- a. **Area of land:** - Total Area of land over which the project is going to be constructed.
- b. **Carpet Area:** - Means that net usable floor area of an apartment, excluding the area covered by external walls and RCC columns, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by internal partition walls and columns of the apartment.
- c. **Common Area and Facilities :-** Means all facilities (if any) to be used by all the apartment, such as entrance lobbies, corridors, staircases, staircase shafts and mumties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control penal room, installation area of transformer and DG set, guard towers, entrance and exit of the complex, water supply, treatment plants, pump house ,sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc, as per the UP apartment Act 2010.
- d. **Independent Area:** -The Areas which are not included as common areas for joint use of apartments and may be sold by the company/promoter without the interference of other apartment owners, as per the UP apartment Act 2010.
- e. **Limited Common Area and Facilities:** - Those which are reserved for use of certain apartment or apartments to the exclusion of the other apartment, as per the UP apartment Act 2010
- f. **Total Area:-** The total area loading of other constructed areas including the constructed common area over the carpet area with is duly mention in the layout plan of the apartment.

**Total Basic Cost of Apartment:**-The consideration amount for sale deed of apartment inclusive of all charges except Service Tax/GST and/or any other taxes, additional Electrical Connection charges and IFMS, which are mentioned in the Booking Application Form and the Allotment Letter

**Earnest Money:-** 10% amount of the total sales consideration including Service Tax/GST.

**Complex:** - The entire project having apartments of different types and dimensions in various Blocks, basement, parking spaces and spaces for public amenities etc.

**COMPANY**

**ALLOTTEE (S)**

**Fit Out Period:-** After completing the the construction the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final coat of paint(items as per specifications of the apartment) will be given to apartment. The duration of said fit out is six month from the date of offer for fit out wherein the buyers may get this final installation done in their on presence.

**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 shall include but not be limited to:

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- (c) Strikes or lock outs, industrial dispute.
- (d) 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.
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- (f) 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.
- (g) Any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or, for any reason whatsoever.

**Layout and Plans:-** The Architectural Drawings of project comprising of whole planning of constructions,open areas and drawings of particular Block, floor 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.

**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 at prescribed rates on the total area of the Said Apartment, payable on monthly basis.

**A.A.O:-**Means an Association of the Apartment owners which shall be duly formed as per the Uttar Pradesh Apartment ( Promotion of construction , Ownership and Maintenance) Act, 2010.

**Project:** - means THE GOLDEN GATE, Situated at GH Plot No.2, BLOCK H, JAIPURIA SUNRISE GREENS, VILLAGE SHAHPUR BAMHETA, GHAZIABAD.

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

This Allotment is being made by Parakh Infrastructure Pvt. Ltd. a Company registered under the Companies Act, 1956 and having its registered office at G-13, Gali no.-5, West Arjun Nagar, Delhi – 110051, (hereinafter referred to as the **"Company"**).

**COMPANY**

**ALLOTTEE (S)**

WHEREAS the **Company** has been purchased land admeasuring 5176 square meter located on undivided and impartial total developed land of GH-2 in the township known as Jaipuria Sunrise Greens, situated at Village Shahpur Bamheta, District Ghaziabad for tower number K1 & K2 to be constructed on the said land, from M/s SMV Agencies Pvt Ltd Which is a lead party of consortium of its associates companies. The nominees/associate companies have joined hands to form a Consortium under the banner of SMV Agencies Pvt. Ltd as lead party and as such the M/s SMV Agencies Pvt Ltd has entered into Consortium Agreements with its nominees/associate companies, inter alia for the purpose of development of an Integrated Township.

WHEREAS the sale deed of the land admeasuring 5176 square meter located on undivided and impartial total developed land of GH-2 in the township known as Jaipuria Sunrise Greens, situated at Village Shahpur Bamheta, District Ghaziabad for tower number K1 & K2 to be constructed, has been executed vide Bahi No. 1 Jild no. 12663 Pge no 259 – 284 SI No. 628 dated 30/01/2015 by M/s SMV Agencies Pvt Ltd Which is a lead party of consortium of its associates companies in favor of the "**Company**"

AND WHEREAS that the Licence has already been granted by Ghaziabad Development Authority to the M/s SMV Agencies Pvt Ltd. to set up and develop an Integrated Township in Ghaziabad.

AND WHEREAS the M/s SMV Agencies Pvt Ltd. is the Developer and Licencee to set up and develop the said Township in accordance with the terms and conditions of the License and any other condition issued by Ghaziabad Development Authority.

AND WHEREAS the layout plans of the Township of "**Jaipuria Sunrise Greens**" have been sanctioned by Ghaziabad Development Authority. The said township shall have therein Apartments of different sizes and dimensions in various blocks, towers etc.

AND WHEREAS the layout plan of the said plot no. GH 02 has been approved and sanctioned by Ghaziabad Development authority vide there letter no 17/M.P./2014 dated 29/09/2014

AND WHEREAS the company has registered the project under the provisions of the Act with Real Estate Regulatory Authority vide No. **UPRERAPRJ2833**.

AND WHEREAS on demand from the Allottee(s),the company has given inspection to allottee(s) all the documents of titles and other relevant papers/ documents etc. pertaining to the aforesaid township and project and of such other documents are specified under the Real Estate( Regulation and Development)Act 2016 and the rules and regulation made theirunder and the allottee(s) has/have fully satisfied himself/herself/themselves about the title and rights of the Company in respect of the said Township. The Company has right to develop and construct the Apartments in the said Land/Township and also has right to allot/sell Apartments of different sizes and dimensions in the said Land/Township.

AND WHEREAS saving and excepting the particular Apartment allotted, the Allottee(s) shall have no claim, or right of any nature or any kind whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs or any other space not allotted to him/her/them, which shall all remain the property of the **Company** for all times unless the **Company** decides to dispose them off, but subject to right of the Allottee(s) as mentioned hereinafter.

AND WHEREAS the Apartments on all floors shall be sold as an independent Apartment with impartial and undivided share in the land underneath. The Allottee(s) shall not be permitted to construct anything on the terrace/balconies. However, the **Company** shall have the right to develop and build the area on the terrace in case of any change in the F.A.R. and carry out construction of further Apartments in the eventuality of such change in the F.A.R. The Allottee(s) shall have no right to object to the same.

**COMPANY**

**ALLOTTEE(S)**

AND WHEREAS after fully satisfying himself/herself/themselves the Allottee(s) has/have agreed to acquire from the **Company** a residential apartment ( As per Apartment number and Area details on Page-2 of this allotment letter) to be constructed in the multi-storied buildings/towers in the project THE GOLDEN GATE, Situated at GH Plot No.2, BLOCK H, JAIPURIA SUNRISE GREENS, VILLAGE SHAHPUR BAMHETA, GHAZIABAD. (Hereinafter referred to as the “Apartment”), at Total Basic Cost and other charges mentioned in **PAYMENT PLAN** enclosed as Annexure-A. He/She/they has/have also understood about **Carpet Area of apartment available to him and Total Area as per Annexure-C.**

AND WHEREAS the **Company** has allotted the said Apartment in multi-storied buildings/towers in the said Township to the Allottee(s) and the Allottee(s) has/have agreed to acquire the same.

NOW THEREFORE THIS ALLOTMENT LETTER WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The Allottee(s) has/have agreed that the **Total Basic Cost of the Apartment is lump-sum but will be calculated on Carpet Area for any reference.** The Allottee(s) has/have agreed for **Payment plan attached as Annexure-A, Specification Sheet attached as Annexure- B, Layout Plan/Map of Apartment attached as Annexure-C.** This is also understood that one **Car Covered Parking** and **1KW power backup installation** is also provided with the Apartment. The Allottee(s) also agreed that the total area of apartment is just indicative and apartment available to her/him will be as per Map of the apartment attached as Annexure-C. Allottee(s) also agreed for payment as per payment plan and as follows
  - a) Installments due towards payment of the Apartment will be made to the Company on or before the due date as mentioned in the payment plan . The Allottee (s) has/have agreed that the Company is under no obligation to send demands/reminders for payments. If payment is not received within the aforesaid stipulated period as per the Payment Plan for any reason or ground whatsoever, or in the event of breach of any of the terms and conditions of this allotment by the Allottee(s), the allotment will be cancelled and 10% of the Basic price and/or the amount received till date whichever is lower of the Apartment will be forfeited and balance amount will be refunded without any interest.
  - b) If for any reason or ground at any stage but before offer of possession, the booking of the Apartment is cancelled, surrender or as the case may be by the Allottee(s), then 10% of the Total Basic Cost of Apartment would be forfeited and balance amount except Service Tax/GST or any taxes applicable and charges including brokerage, which may be applicable or have already been deposited, if any, will be refunded without any interest. The earnest money constitutes the administrative cost incurred for promotional activities, accepting the booking and processing as well as towards various inter-departmental processing , holding cost incurred by the company to fund the construction of the said unit, finance cost for servicing the project loan amounts and thereafter towards administrative cost for processing cancelation request and legal services cost. The Allottee(s) will at such time extend full cooperation in completing the documentation thereof as may be called upon by the company.
  - c) Installment Call Notice/Demand letter if issued by the **Company** to the effect that installment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this allotment. If the payment of any of the installment is delayed by more than 60 days of its due date then the company shall have the right to cancel the allotment of the apartment without any further notice to the Allottee(s). Non receipt of Installment Call Notice/Demand letter will not be treated as the reason of delay in payment.
  - d) In the event, Allottee(s) fails to pay any installment(s) with interest within 60 days from the due date, the Company shall have the right to cancel the allotment without any intimation and forfeit the entire amount of Earnest Money deposited by the Allottee(s) and the Allottee(s) shall be left with no right or lien on the said apartment and the Company shall be free to sell/dispose of the same in favour of third person. The amount paid, if any, over and above the Earnest Money shall be refunded by the Company, without interest, after adjustment of interest accrued on the delayed payment(s), if any, due from the Allottee(s) including brokerage and after the Company is able to dispose of the Apartment in favour of a third person.

**COMPANY**

**ALLOTTEE (S)**

- e) That the company may restore the cancelled apartment in its sole discretion after receiving 10% of the cost of the apartment as restoration charges. The said restoration charges shall be calculated on the prevailing rates at the time of restoration.
- f) In exceptional circumstances, the **Company** may, in its sole discretion condone the delay in payment, by charging interest 2% above SBI's MCLR for delay period. In the event of the **Company** waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter Allottee(s).

2. i) That the Allottee(s) shall not be entitled to get the name(s) of his/her nominee(s) substituted in his/her place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the Allottee(s) as registered/recorded with the Company (including addition/deletion), amongst family members (husband, wife, and own children and real brother/sister) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the Allottee(s), before such change.

ii) The request letter for change of the right of the Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial Institutions in case payment against the said Apartment was made by the Allottee(s) by raising funds/loans against allotted Apartments as security from bankers or financial Institutions or employer, as the case maybe.

iii) The prevailing administrative charges are @ Rs. 150/- per. Sq. ft. and subject to change without any notice to the Allottee(s).

iv) The substitution/change of name in place of the Allottee(s) will be done as per the applicable law and subject charges paid & demanded by the Parakh Infrastructure (P) Ltd. Condition Apply\*

3. The Allottee(s) confirms that he/she/they has/have seen all the documents of titles and other relevant papers/documents, agreements, arrangements entered into between the Company and SMV Agencies Pvt Ltd. & its nominee/associate companies hereinbefore stated, pertaining to the aforesaid Township and has/have fully satisfied himself/herself/themselves about the title and rights of the **Company** in respect of the said project, subject to all laws and undertakings given by the SMV Agencies Pvt Ltd. to the Government/GDA.

4. The Allottee(s) has/have agreed and accepted the proposed plans, designs, specifications, which are tentative and subject to variations, modifications, alterations in the layout plan/building plans, designs, therein as may be deemed necessary or may be required to be done by the company in accordance with the Government/Development Authority or any other local authority or body having jurisdictions. The permissible FAR shall be as per the prevailing Building Bye laws of the Development Authority which comprises of limited nos. of the apartments/units in proportionate to the population density. Thereafter additional purchasable FAR, compoundable FAR and green building FAR etc. will be permissible time to time as per the Authority's regulations. The company can make any type of change in layout/elevation/design/alteration in open area or parking space etc. as and when required and deemed fit by the company and by signing this allotment and terms & conditions, all time consent of the allottee(s) shall be presumed for all has been stated herein. The allottee(s) is/are fully aware and has been explained and understand that there will be deviation in the working plan with regards to the sanctioned plan as per norms and within compoundable limits and the allottee(s) will/shall never raise any objections of any type in this regard. The dimensions shown in the brochures, maps or any other documents have been calculated on non-plastered bricks wall to brick wall bases.

**Note:-**

\*Minimum 85% of the total amount of the apartment in favour of Parakh Infrastructure (P) Ltd.

5. The construction of the Apartment is likely to be completed by December 2021 or within further extended period of six month for fit-outs, however subject to force majeure circumstances, regular and timely payments by the Allottee(s), availability of building material etc, change of laws by Governmental/ local authorities etc. No claim by way of damage, compensation shall lie against the **Company** in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the **Company**.

**COMPANY**

**ALLOTTEE (S)**

6. In case the Company is unable to construct the Apartment within aforesaid stipulated time or within further extended period of six months from the aforesaid stipulated time whichever is later subject to aforesaid reasons, the Company will pay the Allottee(s) an interest 2% above SBI's MCLR over the deposited amount of cost of the apartment excluding the taxes and other charges, provided the Allottee(s) has/have paid all the installments on time, any waiver of interest or the payment with interest shall not be considered as payment on time.

The Holding and waiting period of an apartment shall have a limit maximum of six month from the date of issuance of offer of possession. If the allottee(s) does/do not proceed for possession i.e. the sale deed of apartment remains pending at the end of allottee(s), even the entire cost has been paid, the said allotment shall be treated as canceled and no other claim except to refund of amount without any interest and with deduction of 25% of cost of apartment will be entitled and entertained.

Note:- For all the cases of refund, the amount deposited as applicable taxes and delayed period interest shall not be refundable and cannot be claimed from the company.

7. The Allottee(s) understand(s) and agree(s) that the project is being developed/construction at plot no. GH-02, in the township known as Jaipuria Sunrise Greens and some of the development work will be done by M/s SMV Agencies Pvt. Ltd. And due to delay on the part of M/s SMV Agencies Pvt. Ltd., the company shall not be held responsible for delay in possession of apartment.
8. That any alteration / modification as the company deem fit or as directed by any competent authority(ies) resulting ±3% change in the total area including Terrace/Balcony of the apartment, there will be no extra charge/ claim by the company. Also the allottee(s) shall not be entitled for any refund; However any major alteration/ modification resulting in more than ±3 % in total area including terrace/balcony of the apartment any time prior to and upon the possession of the apartment, the company will intimate to the allottee(s) in writing about the changes thereof and the change in the enhanced cost of apartment. The allottee(s) have to pay that amount to the company. The allottee(s) have to give his /her /their consent or objection within 30 days from date of such notice, In case the allottee(s) doesn't give consent and objects for such change, the allotment shall be cancelled and the company will refund the entire money received from the allottee (s) without any deduction. No other claim of the allottee (s) shall be considered in this regard. However if the area reduces more than 3% then the company will refund the difference amount to the allottee(s).
9. Any request for any change in construction of any type in the Apartment from the Allottee(s) will not be entertained / allowed.
10. The Allottee(s) is aware that Apartments are being allotted to various persons under terms and conditions mentioned in this letter. The Allottee(s) agrees that he/she/they will use the said Apartment for residential purpose and shall not use the aforesaid Apartment for any other purpose which may or is likely to cause nuisance to Allottee(s) of other Apartments in the Township or to crowd the passages to use it for any illegal or immoral purpose. The Allottee(s) shall not store any hazardous or polluting articles/substances in the said Apartment.
11. The Allottee(s) also understand that the consideration does not include the cost of electric and water meter etc. and additional power backup installation which shall be installed by the Allottee(s) at his/their own cost as well as the charges for water and electricity connection and consumption and other charges as may be mentioned in this agreement. If however, due to any subsequent Legislation/Government order or directives any additional fire safety measures are undertaken, then the Allottee(s) agrees to pay the additional expenditure incurred thereon on a pro-rata basis along with other Allottee(s) as determined by the company in its absolute discretion. If due to any agitation or any demand raised by GDA or by any court, then the Allottee(s) agree to pay the additional expenditure incurred thereon on a pro-rata basis along with other Allottee(s) as determined by the company in its absolute discretion. Allottee(s) also agrees that it shall not hold the company responsible for any delays that might be caused due to above mentioned issues or due to any agitation beyond the control of the Company or any court order related thereto.

**COMPANY**

**ALLOTTEE (S)**

12. a) Single point electric connection will be taken for the Township from UPSEB or any other source by SMV Agencies Pvt Ltd and will be distributed through separate meters to all Allottee(s) through prepaid system. Electricity consumption charges will be as per UPPCL / Jaipuria Sunrise Greens norms and line loss.

(b). Charges for installation of the electric meter and whole distribution system will be charged @ Rs.20,000/- per KW and shall be given by the Allottee(s) to the **Company** immediately, at the time of offer of possession. All charges shall be subject to Service Tax/GST and other applicable taxes, cess and shall be paid by the Allottee(s).

(c) That the allottee(s) can also avail Extra Power back-up facility at prevailing rates +Service Tax/GST as applicable, in addition to 1KW power backup installation (Provided with the apartment) The allottee(s) may kindly ensure to have given his/her/their consent in writing at the time of application, as no request for extra power back-up facility shall be entertained later on. 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. The Allottee (s) has/have to sign a "Power Backup Agreement" with the **Company** or its Nominee as appointed by the Company at the time of possession of the Apartment.

**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..

13. The Allottee(s) shall have to make the payment in time of all the bills on account of electricity or any other charges etc. as demanded/raised to the company or its nominated agency or to the concern authorities.

14. It is hereby agreed, understood and declared by and between the parties that the sale deed/registry shall be executed and registered in favor of the Allottee(s) after the Apartment has been fully and finally constructed at the site, after receipt of the total sale consideration and other charges, agreed herein, by the **Company** and other connected expenses i.e. cost of Stamp Duty for registration of the sale deed / registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges, which shall be borne and paid by the Allottee(s).

15. The Allottee (s) has/have to sign a "Maintenance Agreement" with the **Company** or its Nominee as appointed by the Company at the time of possession of the Apartment. The Allottee(s) has/have also agreed to pay the maintenance charges of the said Apartment to the Company or its nominee, as appointed by the Company. On the club become functional, keeping in view the general requirement of its members, the quantum of facilities available in the club and other incidental factors effecting running and maintenance, the Allottee(s) shall pay annual subscription charges and other charges as prescribed from time to time and also abide by rules and regulations formulated by the company or its nominee for proper management of the club. The Allottee(s) will deposit @ Rs.30/- per Sq. feet as interest free Non-Refundable Security Deposit with the **Company** or its nominee, as appointed by the **Company**.

16. The maintenance charges shall become applicable/payable after thirty days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Allottee(s) shall pay and clear all dues at the time of offer of possession. In addition, an interest free maintenance security (hereinafter referred as IFMS) deposit @Rs. 30/- per sq ft. of the Total area shall be paid by the Allottee(s) to the company on offer of possession for fit-outs, Further the general monthly maintenance charges on Total area, shall be payable in advance by the Allottee(s) to the Company/Maintenance Agency of a period of 12 months, deemed to commence from one month after the letter of offer of possession for fit-outs. Upon the expiry of said period of 12 month, the same shall be payable by the Allottee(s) on monthly basis and will be charged through the electric meter. The maintenance charges per sq ft.(for total area of apartment) shall be fixed at the time of offer of possession for fit-outs.

**COMPANY**

**ALLOTTEE (S)**

17. In addition to aforesaid maintenance charges, the Allottee(s) shall also be liable to pay to the Maintenance Agency/Company the applicable township maintenance charges as may be determined by the maintenance Agency/Company for maintaining various services/facilities in the Township such as, but not limited to, street lighting, maintenance of external sewer, garbage disposal and scavenging of streets and purchase of equipment and machinery required to provide these services and deprecations thereof until the same are handed over to the government or a local body for maintenance, as per the prevailing rates for the township maintenance as per the Maintenance Agreement, which at present the standard township maintenance charges shall be 20% (twenty percent) of the prevailing maintenance charges of the Apartment but can be revised.
18. The maintenance, upkeep, repairs, security etc, of the Building including the common area of the building will be organized by the Company or its nominee. The Allottee(s) agree(s) and consents to the said arrangements. The Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominee from time to time depending upon the maintenance cost. Any delay in payments will make the Allottee(s) liable for interest @24% per annum. Non- payment of any of the charges within the time specified shall also disentitle the Allottee(s) to the enjoyment of common services, use of lifts and use of water etc. The Allottee(s) consents to this arrangement whether the building is transferred to other Body Corporate and shall continue till such time as the Company terminates the arrangement.
19. That after deducting the securities deposited by the company/developer for the electricity connection, water and sewer connection etc will be handed over to A.A.O. ( Association of Apartment Owners) at the time of handing over the maintenance and common area of the project.
20. That at the time of handing over the maintenance of the project to the A.A.O., all the unsold spaces and areas which area not falling the part of common area shall continue be the property of the company and all rights are reserved with the company for the said areas..
21. The Allottee(s) agrees to pay on demand taxes of any kind whatsoever, whether levied now or in future on land and/or Apartment (s) as the case may be, from the date of allotment of the Apartment and so long as each Apartment is not separately assessed or such taxes for the land and/or building (s)/tower (s), same shall be payable and be paid by the Allottee (s) in a proportion to the area of his/her/their Apartment(s). Such apportionment shall be made by the company or any other agency as appointed by the Company, as the case may be, and the same shall be conclusive, final and binding upon the Allottee (s).
21. The Allottee(s) shall permit the Company or their representatives when so required to enter his/her/their Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the Company/Allottee(s). In case of an emergency, such right of entry shall be immediate.
22. 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 purchaser or any family member accompanying him/her.
23. That the allottee & co-allottee (if any) will have equal share in the apartment and in case of death of any of them, the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or where a dispute arises between the allottee(s), allotment will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged as mentioned above. The dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months there after the company can cancel the said booking/allotment and the applicant(s)/ allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancelation there will be a deduction of 5 % of the basic cost of the apartment. For the refund in an above said case, consent of both applicant/allottee shall be necessary otherwise the amount shall be refunded in equal share between all the applicant/allottee(s).

**COMPANY**

**ALLOTTEE (S)**

24. That the installments of payment of the apartment will be due at the intervals as per prescribed payment plan(s) mentioned in this allotment letter and opted in the application form. The payment of due installment first of all shall be adjusted towards the interest due if any, thereafter the remaining amount shall be adjusted in the principal amount dues, and if interest not adjusted due to any reason, the same will be charged at the time of final payment. In case payment is not received within stipulated period for any reason or ground or in the event of breach of any of the terms & conditions of the allotment by the allottee(s), the allotment will be cancelled and 10% of the basic 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 @ 2% above SBI's MCLR shall be charged from the day one.
25. The Allottee(s) may at its option raise finances or loan for purchase of the apartment. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being disbursed, sanctioned or delayed, the payment to company as per payment plan shall not be delayed by the Allottee(s) and in the event of default in payment as per the Payment Plan the Allottee(s) shall be liable for consequences including cancellation of the allotment and forfeiture of Earnest Money deposit.
26. The Allottee(s) shall not change, alter or make additions in or to the Apartment or the building / tower or any part thereof. The Allottee(s) also agree not to put up any name or sign board, neon light, publicity or advertisement material, hangings of clothes on the external facade of the building/tower or any where on the exterior of the building or in the common areas. The Allottee(s) also agree not to change the colour scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevation or design of the Apartment. The Allottee(s) shall be responsible for any loss or damage arising out of breach of any of these conditions.
27. It is hereby agreed, understood and declared by and between the parties that the **Company** may take construction finance/demand loan for the construction of any Block/Tower/Building in the said project or part thereof from the Banks/Financial Institutions after mortgaging the land/Apartments of the said Township however, the sale deed in respect of the said Apartment in favour of Allottee(s) will be executed and registered free from all encumbrances at the time of registration of the same.
28. The Allottee(s) agree(s) and undertake that before or after taking possession of the Apartment or at any time hereafter, he/she/they will have no right to object the **Company** constructing or continuing with the construction of the other buildings adjoining to or otherwise in the building.
29. The Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demands and etc. to the Group Housing Colony/Township and also agree to comply with and carry out all the requirements, requisition, demands and repairs which are required to be complied with in regard to rules and regulations or directives of the development Authority/Municipal Authority/Government or any other competent authority in respect of the Apartment and building and the land on which the building is standing, at his/her/their own cost and expenses. Allottee(s) shall pay the same to the concerned Authorities directly or shall pay to the **Company** in their proportionate share on demand by the **Company** for the above said reasons before and after handing over the possession and the Allottee(s) shall keep the **Company** indemnified, secured and harmless against all cost and consequences and all damages, arising on account of non compliance with the said requirements requisitions demands etc. after possession.
30. The Allottee(s), if resident outside India shall be solely responsible to comply with the necessary formalities as laid down in the "Foreign Exchange Management Act" and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The Allottee(s) shall furnish the required declaration for the same to the **Company**.
31. The **Company** reserves the right to give on lease or hire any part of the top roof/terrace above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee(s) agree that he/she/they shall not object to the same and shall not make any claim on this account.

**COMPANY**

**ALLOTTEE (S)**

- 32. The **Company** shall have the right, without approval of the Allottee(s) in the building/tower, to make any alteration, addition, improvement or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartment(s) within the building and the Allottee(s) agree(s) not to raise objection or make any claim on this account.
- 33. The Allottee(s) shall abide by all laws, rules and regulations of the G.D.A./Local Bodies/State Govt. of U.P/Central Government and of the proposed Body Corporate, and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations before and after the completion of the Township. The Apartment shall be used for the purpose for which it is allotted.
- 34. Cost of the Apartment is inclusive of one **car parking**. Scooter/ Two wheeler/Cycle will be parked within the same car parking space allotted to the Allottee(s). The Allottee(s) shall not park the car/vehicle in any other place. A separate Agreement for the allotment of the Car parking will be executed between **Company** or its nominees and the Allottee(s).

**Note: - All the un-sold Spaces and areas which are not falling the part of common area shall continue to be the property of the company and all right are reserved with the company for the said areas.**

- 35. Further, if there is any Service Tax, Trade Tax, VAT, Service Tax/GST and additional levies, Rates, Taxes, Charges, Compensation to the farmers, Government Cess and Fees etc. as assessed unpaid and attributable to the **Company** as a consequence of Government/GDA/Statutory or other local authority(s) order, the Allottee(s), shall pay the same in their proportionate share. Whereas there is apprehension in relation to "Mr.K. Raheja Development Corporation" V/s state of Karnataka Case decided by the honorable Supreme Court and any other order passed in future by the Government/Statutory or other local authority(s) that the company can be treated as contractor of the allottee(s) and liable to collect Trade Tax and Service Tax from the allottee(s) and deposit the same with the appropriate authorities. Till date there is no clarification in the case. In future if the appropriate authorities impose any such tax due to this transaction then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the company.
- 36. In case any action or claim is initiated by any Authority to pay the stamp duty and if any stamp duty and other charges etc. is become payable on this Allotment Letter and any other document pertaining to this Allotment now or in future, the same shall be payable and be paid by the Allottee and the Company will not be liable to pay any part thereof.
- 37. Until a sale deed is executed and registered, the **Company** shall continue to be the owner of the said Apartment and also the construction thereon and this allotment shall not give to the Allottee(s) any rights or title or interest therein even though all payment have been received by the **Company**. The **Company/Financial Institution/Bank** shall have the first lien and charge on the said Apartment (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the Allottee(s) to the **Company/Financial Institution/Bank**.
- 38. The Allottee(s) shall give his/her complete address to the **Company** at the time of booking for all communications and it shall be his/her own responsibility to inform the **Company** by registered A/D letter/Courier/ E-mail about all subsequent changes, if any, in his/her address, failing which, all demand letters/ notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should primarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
- 39. That in case there are joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/her, which shall for all purpose be considered as serviced on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).Allottee(s) has/have agreed to this. This Allotment letter and its all terms and conditions does not constitute an Agreement to sell.
- 40. That the construction could be completed for fit-outs prior to the date given in this 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 an assessment only and construction could be completed earlier to that.

**COMPANY**

**ALLOTTEE (S)**

41. The Allottee(s) understands and agrees that if for any reason whatsoever as mentioned in this agreement, the Company is not in a position to offer the Apartment altogether or if the project is abandoned, the Allottee(s) shall be entitled to an alternate property in case the Allottee(s) and the Company are able to mutually agree to the said transaction, else, the Allottee(s) shall be entitled to full refund to the principal Amount along with the prevailing bank interest, calculated from the date of payment of each installment, without any further claims to pay damages or any other compensation on this account.
42. That any delay on account of the authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of Company. The date of applying the completion certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date, any claim for delay in possession will be confined up to the date of applying for the completion certificate only. It is shall also cleared that the completion certificate in part could also be obtained after depositing the requisite fee and obtaining the NOC'S from all the concerned departments. After the expiry of 90 days from the date of applying for the completion certificate along with all the requisite formalities and documents in case not issued/provide by the authority, it shall be deemed as issued provided in law/by laws, therefore the issuance of completion certificate shall not be a reason for denial of taking the possession.
43. That there will be defect liability period of two years as per Apartment Act 2010 Chapter II Clause 4(8), from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue.
44. That the allottee(s) is /are aware That Real Estate(Regulation and Development) Act,2016 came into effect from 1<sup>ST</sup> May 2017, and State of Uttar Pradesh have already notified the rules for the states under the provisions of this act on 11<sup>th</sup> October 2016. There shall be standard "Agreement to Sale" which has to be executed and registered between developer and attotee(s) under this act. Further the allottee(s) undertake, declare, confirm that I/we shall be abide by all the terms and conditions of the allotment and "Agreement to Sale" to be executed and the allottee(s) shall also bear all the charges/cost/stamp duty of registration and execution of the" Agreement to Sale" or any other agreement to be executed in future. The allottee(s) shall also undertake all the taxes, cess , Service Tax/GST, Stamp Duty or charges applied by state or central government over purchase and holding of this apartment shall be borne and paid by the allottee(s).
45. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Apartment, the same shall be referred to the sole arbitration of a person to be appointed by the ' **Company** ', the Allottee(s) hereby confirms that he/she/ they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in District Ghaziabad (U.P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.
46. This agreement can be amended through written consent of both the parties i.e company and the allottee(s).

**COMPANY**

**ALLOTTEE (S)**

I/we have fully read and understood the terms and conditions mentioned herein above. All shall be abide by and binding over me/us. My/Our all quarries have been duly explained by the executives of the company. I/We have discussed and taken legal advice from council of my/our own choice. It is clear to me/us that for any change in layout my/our written consent is required as per the law, I/We hereby given consent to that the company can make any type of change in layout/elevation/design beside alteration in open space etc. My/our consent will be presumed as all-time written consent for the same.

IN WITNESS WHEREOF THE PARTIES hereto have hereto and to a duplicate copy hereof set and subscribed their respective hands on the day, month and year mentioned above under their respective signatures in the presence of witnesses:

For Parakh Infrastructure Pvt. Ltd.

Authorized signatory

I/We hereby accept the said  
allotment on all terms and  
conditions mentioned herein above.

First Allottee-----

Co-Allottee-----

WITNESS 1:

.....  
.....

WITNESS 2:

.....  
.....

**Annexure-A**

**Payment Plan**

**Total basic cost of Apartment – Rs.000000000/- +(GST)**

**(Rs. \_\_\_\_\_ Only)**

The Total basic cost of Apartment is inclusive of **One Covered Car Parking**, 1 KW Power Back up installation, Club Membership, EDC, IDC, & FFC. Service Tax/GST will be charged prevailing rate with every installment and any change will be payable / recoverable by the allottee(s).

Electricity Meter Connection will be charged @ Rs. 20,000/- per KW and IFMS @ Rs.30/- per sqft of total area will be charged at the time of possession. (GST will be charged extra as applicable)

| <b>Sl. No.</b> | <b>Payment Plan</b>                      |     | <b>Basic Cost</b> |
|----------------|--|-----|-------------------|
|                | <b>Total basic cost of Apartment</b>     |     |                   |
| 1              | At the time of Booking                   | 10% |                   |
| 2              | Within 45 days of booking                | 10% |                   |
| 3              | On casting of Raft                       | 15% |                   |
| 4              | On casting of GF roof                    | 15% |                   |
| 5              | On casting of 2nd floor roof             | 15% |                   |
| 6              | On casting of 5 <sup>th</sup> floor roof | 5%  |                   |
| 7              | On casting of 8 <sup>th</sup> floor roof | 5%  |                   |
| 8              | On casting of Top Floor roof             | 5%  |                   |
| 9              | Completion of Brick Work                 | 5%  |                   |
| 10             | Completion of External Plaster           | 5%  |                   |
| 11             | Completion of internal plaster           | 5%  |                   |
| 12             | At the Time of Offering Possession       | 5%  |                   |
| <b>Total</b>   |  |     |                   |

**COMPANY**

**ALLOTTEE (S)**

## Annexure-B

### Deluxe Specifications

The following are the standard specifications of the Apartment. There may be slight modification/ alteration in the specification due to change in design/pattern/availability of certain materials.

|                            |   |
|----------------------------|---|
| <b>Structure</b>           | Eco friendly, earthquake resistant RCC designed according to seismic zone by IIT engineer & vetted by IIT structure engineer; high quality construction material to be used.                                |
| <b>Flooring</b>            | Vitrified tiles in Drawing, Dining and Bedrooms, (Kajaria or Equivalent) Quality floor tiles in kitchen and bathrooms, Anti-skid tiles in balconies.  |
| <b>Walls Finish</b>        | Interior : POP finish on walls with pleasing oil bound distemper finish, One wall of drawing room with highlighted paint / wallpaper, Exterior : Pleasing weather proof attractive modern finishing         |
| <b>Kitchen</b>             | Granite top with stainless steel sink, Individual R.O..(Kent or equivalent), Pleasing ceramic tiles above the counter top   |
| <b>Toilets</b>             | Designer toilet with ceramic tiles upto door level, English WC and wash besin, Best Quality C.P. fittings in all the toilets with mirror.   |
| <b>Doors &amp; Windows</b> | All door frames of Maranti or equivalent hard wood with all flush doors / panel doors, Windows aluminum powder coated/UPVC (Heavy gauge aluminium)  |
| <b>Electrical</b>          | Telephone/TV points with modular switches, Anchor/Kent and equivalent used in copper wiring, Copper wire in PVC conduits with MCB supported circuits, Adequate number of electrical points and light points |
| <b>TV &amp; Telephone</b>  | Provision for DTH or Cable Connection   |

**COMPANY**

**ALLOTTEE (S)**

**Form "B"**

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

Office of the Competent Authority at **M/s Parakh Infrastructure Pvt. Ltd.**

I/We,..

Acquired apartment no. 0000 in the property "**THE GOLDEN GATE**" situated at GH Plot no. 2, Block H, Jaipuria Sunrise Greens, Village Shahpur Bamheta, Ghaziabad by way of gift, exchange, purchase or otherwise or taking lease of an apartment from **M/s Parakh Infrastructure Pvt. Ltd.**

I hereby undertake to comply with the covenants, conditions and restrictions subject to which said apartments was owned by the aforesaid **M/s Parakh Infrastructure Pvt. Ltd.** 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.

**Main Applicant :-**

2.

**Co - Applicant :-**