

# **ALLOTMENT LETTER**

THIS ALLOTMENT is made at Gautam Buddha Nagar (U.P) on this Date:

## **BETWEEN**

**M/s. Pigeon Buildhome Private Limited**, a Company duly constituted and registered under Companies Act, 1956, having its registered office at Site Off. GH - 07 A Tech Zone IV, G. Noida West Regd. Off. No. 37, C Block, DDA Market, Surajmal Vihar, Delhi - 110092 **UP** and corporate office at hereinafter referred to as the **Developer** (which expression shall unless repugnant to the context or meaning thereof mean and include its successors in interest, assigns and legal representatives) through its director/authorized signatory **Mr. \_ \_ \_** \_\_\_\_\_ duly authorized by board resolution of the ONE PART;

## **AND**

### **I. FOR INDIVIDUALS/JOINT PURCHASERS**

#### **a. Mr. Rajendra Prasad Yadav**

PAN No.

#### **b. Mrs. Ekta Yadav**

PAN No. AOFPY3831E

#### **c. N/A**

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

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

### **II. FOR PARTNERSHIP FIRMS**

**\*\*M/s. N/A** , A partnership firm duly registered under the Partnership Act through its authorized representative/ partner Sh./ Smt. **N/A** (hereinafter referred to as the 'Allottee' which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership and their heirs, legal representatives, administrators, executors, nominees, successors and permitted assigns) of the OTHER PART AND WHEREAS the Partnership Firm is competent to enter into this Allotment.

### **III. FOR COMPANIES**

**\*\* M/s. N/A** a Company registered under the Companies Act.1956, having its registered office at N/A through its duly authorized signatory **N/A** authorized by Board Resolution dated N/A (hereinafter referred to as the "Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrators, successors in interest, nominees and permitted

**Developer**

**Allottee/s**

assigns) of the OTHER PART.

**DEVELOPER'S REPRESENTATIONS:**

- A. WHEREAS **M/s. Pigeon Buildhome Private Limited** has acquired right, title and interest in Group Housing Plot No. GH-07A, Sector-Techzone-IV, Greater Noida (West), District- Gautam Budh Nagar (U. P.) measuring 31413.9 Sq. Mtrs., ( out of which clear area i.e. 28059.93 sq.m. is being leased) from Greater Noida Industrial Development Authority (GNIDA) vide Lease Deed dated 15.02.2011 bearing No. 2563, volume no. 7983, Pages-309-358 and is duly empowered to develop/build flats and allot, enter into allotment for sell/sub-lease the flats with parking space in the Group Housing Complex.
- B. AND WHEREAS the Developer shall develop the said Plot of Land by constructing thereon a Group Housing complex known as "**SPRING MEADOWS**" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities.

**ALLOTTEE'S REPRESENTATIONS:**

- A. AND WHEREAS the Allottee has applied for allotment of said Flat with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said Complex named as "**SPRING MEADOWS** " and is satisfied himself in respect of ownership title of the property.
- B. AND WHEREAS the Allottee has satisfied himself as to the right/title of the Developer, building plans and other relevant details and terms and conditions of the Lease Deed executed by Greater Noida Industrial Development Authority. The Allottee has confirmed that he/she/they has clearly understood his/her/their rights, duties, responsibilities, obligations under each and all the clauses of terms & conditions of this Allotment Letter.
- C. AND WHEREAS the Developer and the allottee relying on the confirmations, representations and assurances of each other and to faithfully abide by all the terms, conditions, obligations and stipulations contained in this Allotment are now willing to get Allot a flat / unit on the terms and conditions appearing hereinafter.

**AND WHEREAS** the Allottee has agreed to the terms and conditions as set out in the Application form for the allotment of a Residential Flat with Parking Space details of which are given as under: -

**UNIT DETAILS**

**Unit No-:** D2-G06

**Floor -:**Gr

**Type -:** 2B2T+ Study (1285 sq.Ft).

**Tower/Block-:**D2

**Super Area -:** 1285.00SQ.FT.

**COVERED CAR PARKING (NO'S) 1**

**Total Sale Price(A)Rs. 0/-**

**FACILITIES INFORMATION**

PLC For Park/Road	No PLC Charges
Power Backup Charges(1KVA)	NIL
Coverd Car Parking Charges(One Parking)	NIL
Open Car Parking Charges	None Alloted
Lease Rent Charges	NIL
External and Internal Development Charges	NIL
External Electrifica on Charges	NIL
Fire Figh ng Charges	NIL
Club Membership Charges	NIL

**Extra Charges Payable at the time of Possession(B)**

S.No.	Other Charge	Amount
1	T.IFMS	0

Developer

Allottee/s

Total Extra Charges Payable at the time of Possession(B):

Rs0/-

Total Cost of the Flat/Unit (A+B):

Rs. 0/-

Booking Amount

S.No.	Receipt No.	Receipt Date	Mode of Payment	Cheque No.	Cheque Date	Amount	Service Tax	CGST	SGST	ITC	Total Amount
1											
2											
3											

Total Paid Amount :

Rs. 0/-

Balance Amount :

Rs. 0/-

PAYMENT PLAN:

(As per Annexure- A)

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

- That the Developer hereby agrees to sublease the Flat and the Allottee(s) hereby agrees to take the Flat on sublease as described in this Allotment in the said Complex as per the plans and specifications indicated in the Annexure B & C and accepted by him for a total sale price as described in this Allotment in respect of the Flat. Any request from the Allottee(s) for any change in specification of the flat shall not be entertained.
- That the Allottee(s) hereby agrees to pay to the Developer the Total Sale Price and other additional charges which shall be as per the payment plan opted by the Allottee and as explained to Allottee. The total price mentioned in the application is inclusive of cost of providing electric wiring and switches in the flat however the total price does not include the cost of electric fittings, fixture electric and water meters etc. and other items not specifically included which shall be got installed by allottee at his own cost.
- That the Allottee hereby agrees that he/she/They will pay the price of the said Flat and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Complex The Super Area of the said Flat means the covered area of the Flat including the entire area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/Flats which form integral part of Flat and Common areas shall mean all such parts / areas in the entire said Complex which the Allottee shall use by sharing with other occupants of the Complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts, service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to, lift area, machine/pumping set room, security /fire control rooms, maintenance offices / stores, guards Cabin, generator area etc., if provided.
- That except the particular flat allotted to the allottee, Allottee shall have no claim or right of any nature or kind whatsoever in respect of unsold flat, open spaces, parking spaces/places, lobbies, staircases, lift, terraces, roofs, spaces for commercial, parks, basements, parking spaces except what has been allotted to Allottee(s), space for public amenities, shopping centers or any other space not allotted to him/her/them. Right of common area shall vest with the apartment owner association as per applicable Apartment Ownership Act.
- That the parties have agreed that the cost of development and construction of the flat is escalation-free, save and except increases, which the Allottee hereby agrees to pay due to increase in Flat area, any increase or additional Govt. rates, additional compensation to the farmers, taxes, cess, etc., that may be levied or imposed by the Govt. /Statutory Authorities

from time to time. If any provision of the existing and future Laws, guidelines, directions etc., of any Government or the Competent Authorities is made applicable to the flat / Complex subsequent to booking requiring the Developer to provide pollution control devices, effluent treatment plant, water harvesting system etc. in the Complex, then, the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee on pro-rata basis. Service tax, VAT and other applicable taxes as applicable on sale of the flat shall be paid by the Allottee.

6. That the building plans are tentative and the Developer may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Developer, the Government/GNIDA, any other Local Authority or Body having jurisdiction hereby allottee(s) provide all time consent for the same.
7. That the building shall confirm to the mandatory requirements and compliances of Environmental Impact Assessment (EIA) norms, U. P. Pollution Control Board/Water Commission/any other rules and regulations laid down by State of U.P. or any other competent authority applicable at the time of sanction of plan. The allottee shall abide by the terms and conditions imposed by such Authority after taking possession of the flat.
8. That the Allottee shall abide by all laws, rules and regulations of the GNIDA/Local Bodies/State Govt. of U. P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Developer) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex.
9. That the Allottee shall not cause nuisance to the other allottee and shall not use his flat in a manner that may cause inconvenience to the Allottee of other flats or to crowd/encroach the passages or to use it for any illegal purpose.
10. That the area of the flat may change as per direction of the sanctioning authority or architect or structural engineers of the Developer. In case of variation in the super area to extent of  $\pm 5\%$ , there shall be no adjustment in the price of the flat. However in case the variation in the flat area is more than  $\pm 5\%$ , the Allottee shall pay for the increased area (beyond of 5%) at the booking rate. In case of decrease of the flat area, beyond the permissible variation, the amount received in excess over and above the total cost of the flat (beyond of 5%), shall be adjusted by the Developer to the Allottee in the last installment of the total sale price. The allottee in case where variation in the super area is more then 10% shall have the option to get cancel his/her/their booking and in such an event the Allottee(s) shall be entitled to refund of his money without interest or any damages.
11. That the building shall be earthquake resistant as per existing codes in force. The Fire Fighting Equipment and / or preventive measures in the common area of the Complex shall be provided as per the existing Fire Fighting Code/Regulations as contained in national Building code, however if additional fire safety measures are undertaken after booking of the flat for the reason of any law/ byelaw, order or directions or due to any subsequent legislation/Government orders, the Allottee shall pay for the additional expenditure on pro rata basis.
12. That the developer is responsible for providing internal development within the said Complex which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as trunk water and sewer lines, storm water drains, roads, electricity, horticulture etc., are to be provided by the Govt. or the concerned authority up to the periphery of the said complex.
13. That if for any reason, beyond the control of Developer or force majeure, the whole or part of the complex is abandoned; no claim or damage will be allowed except for the money already paid by the Allottee without interest

14. That the developer may carry development/construction of the Complex in phases outside the building in which the flat may be located and the allottee shall have no right to object or make any claim or default in any payment as demanded by the developer on account of inconvenience, if any, which may be caused to the allottee due to such construction activity or incidental/ related activities. However the Developer shall take all possible measures to segregate the developed and under developed phases and provide common facilities to ensure least inconvenience to the allottee(s). The developer may adopt the modern technology of pre-cast concrete slabs for construction of the complex .The common facilities in all respect shall be operational on the date of completion of the entire Complex.
15. That the Flat shall always be used only for the purpose it has been allotted. Any change in the specified use, which is not in consonance with the use of the Complex or is detrimental to the public interest will be treated as a breach of the terms of the allotment entitling the Greater Noida Industrial Development Authority to cancel the sublease. In case of cancellation of sublease deed by the Greater Noida Industrial Development Authority, the Developer shall not refund the money paid to it by the allottee.
16. That the Developer shall issue the intimation/demand letter to the Allottee/s for making payment of the installments, wherever the payment is connected with the construction stage. The Allottee hereby agrees to make all the payments within time as per the terms of Schedule of Payments from time to time without any reminders from the Developer through A/c Payee Cheque(s)/Demand Draft(s) in favor of " PIGEON BUILDHOME PVT LTD ESC AC " payable at GHAZIABAD.
17. That the timely payment of installments indicated in the payment schedule is the essence of this allotment. If any installments as per the schedule is not paid when it become due the developer shall charge interest at the rate of 12% p.a. for three months delay. If the payment of any of the installment is delayed by more than 3 months of its due date, the allotment shall automatically stand cancelled without any prior notice to the allottee and the allottee thereafter shall have no charge, lien, interest, right or any other claim on the flat and the developer shall refund the amount paid over and above the earnest money, if any, without any interest after reducing there from the amount of interest on delayed payment within 30 days of cancellation. However, in exceptional circumstances the Developer may, in its absolute discretion, condone the delay by charging interest @ 12% p.a. on all outstanding dues for the delayed period or by increasing the rate of unit. In the event of the Developer waiving the right of forfeiture and accepting the payment from any other applicant, no right whatsoever, would accrue to the Allottee to claim the same.
18. That 10% of Total Sale Price for the flat shall be treated to be the earnest money as per allotment. In the event of failure of the Allottee to pay the installments in time as agreed herein, the Developer shall have the right to terminate/ cancel the booking and forfeit the earnest money together with any interest on delayed installments/ payment due or payable out of the amounts paid by him and the allotment of the Flat shall stand cancelled. Any of the notice shall be sent to the address of the First Applicant only.
19. That the Allottee, if resident outside India, is solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory amendments.
20. If the booking for any reason is withdrawn / cancelled by the applicant/allottee, then 10% of the Total Sale Price of Flat will be forfeited and balance amount, if any, will be refunded without any interest.
21. That the Developer is authorized to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivable of the land and the flats and the Allottee will have no objection in this regard. However at the time of

execution of the sublease deed and handing over of possession, the flat shall be free from all encumbrance and charges.

22. That it is agreed by and between the Parties that unless a Sub Lease Deed is executed and registered, the Developer shall continue to have ownership over the flat and any/all amounts paid by the Allottee shall not give him any lien or interest on the flat.
23. That the applicant & co. applicant ( if any) will have equal share in the flat and in case of death of any of them the booking will be continue only after providing the legal heir's certificate of the deceased from the appropriate authority and Noc from the bank if availed the loan.
24. That the Allottee shall be entitled to use and enjoy the common areas and facilities within the complex along with all the occupants/allottee(s). However, such generally common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the respective allottee (s).
25. That the reserved/covered parking space has been allotted together with the flat and the same shall not have independent entity detached from the flat. The Allottee shall not sell/transfer the reserved/covered parking space independent from the flat. The allottee may apply for additional parking space, which may be allotted subject to availability and as per the condition decided by developer. The Allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the Complex.
26.
  - a. The Developer shall complete the development/construction of the Flat and issue letter of offer of possession on or before 15.08.2018 for Phase I & 31.03.2019 for Phase II. The completion date is subject to force majeure conditions. No claim by way of damages/compensation shall lie against the Developer in case of delay in handing over the possession on account of the force majeure condition and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the flat to the Allottee.
  - b. That until a sub lease deed is executed & registered, the Developer shall continue to be the owner of the flat and also the construction thereon and this allotment shall not give the Allottee any rights/title or interest therein. The Developer shall have the first lien and charge on the flat for all its dues that may/become due and payable by Allottee to the Developer. It is further clarified that the Developer is not constructing any flat as the contractor of the Allottee but is constructing the Complex as its own and the sale will be executed after the actual construction/ finishing of the flat by the execution of sub lease deed.
  - c. 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, wrap page in doors & windows shall not be consider as defect. Defect liability shall not cover force majeure Situation such as damage resulting from flood, war, earthquakes etc
  - d. That after completion of the project, possession intimation letter shall be sent to the applicant/allottee at the address registered with the developer and the allottee shall within 30 days of the possession intimation letter shall inspect the flat for any of the unattended work and take physical possession after executing the sub-lease deed of the flat. No complaint regarding any unattended work shall be taken up or entertained after one month of possession intimation letter. The Developer shall not be responsible for wearing and tearing in the flat after possession date (30 days from possession intimation letter) even if the same is happening due to seepage in the flat or in adjoining flat and if the same is not reported within 48 hours of such incidence. The Sub-lease deed of the flat shall be executed only after full payment of the flat and other charges. In case the applicant/allottee does not take possession of the flat, he shall continue to be liable to pay the common area maintenance charge and minimum power backup charges and minimum

meter charges.. The Stamp Duty, registration fee and other charges for execution and registration of sublease deed or any other documents shall be payable by the Allottee. The Allottee will be entitled to possession of the flat only after sublease deed of the flat is executed and duly registered with the concerned Registrar office. The Allottee after taking possession of the flat shall have no claim against the Developer in respect of any item of work, quality of work, material, pending installation, area of the flat or any other ground which may be alleged not to have been carried out/ completed in the flat for any reason whatsoever. If the Allottee fails to take over the Flat as afore within the time limit, the Allottee shall pay to the Developer holding charges at the rate of Rs. 5/- (Rs. Five Only) per sq. ft. of the super built-up area per month of the flat along with the minimum applicable maintenance charges.

- e. In case of delay in construction of the Flat for reasons other than force majeure condition, the Developer shall pay a sum at the rate of Rs. 5/- (Rs. Five only) per sq. ft. of super area per month for the delayed period which shall be inclusive of all kinds of claim/damages of the Allottee. In no case any further claim for the delayed possession will be entertained .The compensation for delayed possession of flat shall be paid for the difference period between possession time period offered in the allotment letter and date of intimation for possession. The compensation shall be adjusted from the balance payment to be made by allottee at the time of full and final payment of flat
- f. That the Allottee shall, after taking possession of the flat or at any time thereafter shall have no objection to the Developer developing or continuing with the development of other Flats adjoining the Flat sold to the Allottee.
- g. That the Allottee shall be given power back up quantity as mentioned by him/her/them/it in the application form. No request for extra/additional power back up shall be entertained at later stage or at the time of possession.
- h. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the Allottee from the date of possession or deemed dated of possession.
- i. That the Allottee will be responsible for any damage to any equipment in the complex e.g. firefighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or willful act and shall pay for such damages to the affected person/party

27. The Allottee shall not make any additions or alterations in the flat of whatever nature which may affect the other Flat or common areas and the structure of the complex. The Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The terrace rights shall remain with the Developer unless allotted against consideration. No further construction/modification is permissible over the roof / terrace of the flat. The Allottee shall have no objection if the Developer gives on lease or hire any part of the top roof / terraces above the top floor for installation and operation of antennae, satellite dishes, communication towers etc.

28. That in the event, the Developer is able to get additional/purchasable FAR or it becomes possible to raise further construction then additional construction shall be made on the already approved towers/blocks and not in the open area and the developer shall be entitled to get the electric, water, sanitary and drainage, system of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system in the Complex. The Allottee hereby provide all time consent any of such construction activities carried on the building/complex.

- 29. a. That in order to provide necessary maintenance services, the Developer may, upon the completion of the Complex, hand over the maintenance of the Complex to any individual, firm, body corporate, association etc.(hereinafter referred to as "Maintenance Agency") as the Developer in its discretion may deem fit. The Allottee shall be liable to make payment of maintenance charges to the Developer or maintenance agency. In case of failure of Allottee to make payment of maintenance charges within stipulated period, interest at the rate of 18% per annum, shall be charged to the Allottee. If payment is delayed beyond 3 months then the maintenance services may be discontinued besides of

taking of other measures to recover the same.

- b. That the Allottee shall keep with the Developer Transferable Interest Free Maintenance Security (TIFMS) Deposit in order to secure adequate provision of the maintenance services and due performance of the Allottee in paying promptly the maintenance charges as raised by the maintenance agency. A separate maintenance Agreement between the Allottee and the Developer/maintenance agency shall be executed at the time of possession. The Developer shall transfer the (TIFMS) to Association of flat owners at the time of handing over of maintenance to the Association of Flat Owners, after adjusting there-from all outstanding maintenance charges against the flat.
  - c. That the Developer or Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the Flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the maintenance of the Complex. However, in case of urgency or exigency, the Developer or Maintenance Agency employees may break open the door, windows etc. of the flat in order to prevent any further damages to the life /property in the flat /Building/Complex and the Allottee hereby agrees that such actions of the Developer/Maintenance Agency is fair and reasonable and he undertakes to not to raise any objection to such action.
  - d. That after Possession, the Allottee through the RWA/maintenance agency shall insure the building at his own cost against the fire, earthquake, riots and civil commotion, militant action etc. The Developer after handing over the possession of a particular flat shall in no way be responsible for insuring the building against fire, earthquake or any natural calamity. After possession the allottee through RWA/maintenance agency shall obtain the regular certificates of Fire Safety and other applicable certificates for safe habitation in the building. The cost of the insurance shall be payable by Allottee as the part of the maintenance bill raised by the maintenance agency/RWA but contents inside each Flat shall be insured by the Allottee at his own cost. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Flat or any part of the Complex Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.
  - e. That the rate for Electricity and Power back up consumption charges, common area maintenance charges and Fixed Charges (payable In case of minimum/non-usage of electricity and power back-up) payable as pre-paid system by the Allottee to the Developer/company.
  - f. That the Allottee shall allow sweepers/maintenances staff to enter in his flat/duct etc. for maintaining/ repairing of the service/common amenities in his or any other flat.
  - g. That the maintenance agency shall not be responsible for restoring any additional fittings installed in the flat or pay cost for the damage of such fittings while carrying out any maintenance work, provided the same has not been damaged due to sheer/willful negligence of the maintenance agency. In case of such installed fitting, the Allottee shall have to carry the necessary repairs himself and at his own expenses for any maintenance work needed for his own flat.
  - h. That while installation of additional fitting by the allottee in his flat, any damage is caused to others flat, such damage shall be repaired by the allottee at his own cost and in case of neglect, the maintenance agency shall carry the necessary repairs and recover the cost from the allottee, who has created such damage.
30. That the Allottee shall become member of recreational in-house Club and shall pay the charges/fee regularly, as may be applicable. The Club shall be managed by the Developer and / or its nominee as the case may be. The membership of the club shall be confined to the residents/owners only and shall not be extended to outsiders.
31. That the said Complex shall always be known as "SPRING MEADOWS" and this name shall never be changed by the Allottee or anybody else.
32. That the Developer shall have the first lien and charge on the flat, in the event of the Allottee parting with any interest therein,



for all its dues that may become due and payable by the Allottee to the Developer as per this allotment.

33. That the terms and conditions contained herein shall be binding on the Occupier of the flat and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise.
34. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable Super area of the flat, it is repeatedly and specifically made clear that it is only the inside space in the flat that has been agreed to be sold and the inclusion of the common areas in the computation does not give any divisible right and title therein to the Allottee. The Allottee shall have no right in any commercial premises, building, shops etc. constructed in the Complex and the Developer shall be free to dispose off the same on such terms and conditions as it may deem fit.
35. That if the Developer or the Maintenance Agency decides to apply for and thereafter receives permission from such body/ Commission/ Regulatory/ Licensing Authority constituted by the State Government for such purpose, to receive and distribute bulk supply of electrical energy in the complex, then the distribution shall be made through separate meters to the Allottee through prepaid system.. Carbon Credit Benefit arisen, if any, in the complex can be redeemed by the Developer till the possession of the entire complex is handed over to the RWA.
36. That additional Compensation to the farmers, additional tax/cess assessed if required to be paid by the Developer after booking of flat as a consequence of order from the Court/Government/ GNIDA/Statutory or other local authority(s); it shall be borne by the Allottee on proportionate share basis..
37. That delay or indulgence by the Developer in enforcing the terms of this Allotment or any forbearance or giving of time to Allottee shall not be construed as a waiver on the part of the Developer of any breach or non- compliance of any of the terms and conditions of this Allotment by the Allottee nor shall the same in any manner prejudice the rights of the Developer to enforce this allotment.
38. That in case the allottee wants to avails loan facility from financing bodies or his employer to facilitates the purchase of the flat, the developer shall facilities the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the allottee only. The responsibility of getting loan sanctioned and disbursed as per the developer payment schedule will rest exclusively on the allottee.
39. That the Allottee shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the Application Form for allotment of the flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid. In case of joint Allottee, all communication sent by the Developer to the first Allottee shall be sufficient. All letters, receipts, and/or notices issued by the Developer or its nominees and dispatched by Registered Post to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.
40. That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been modified and read suitably whenever Allottee is a joint stock Developer, a or any other body corporate or organization or an association.
41. All or any disputes arising out of or touching upon or in relation to the terms of this Allotment including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably or mutual discussion failing which the same shall be settled through arbitration. Arbitrator shall be appointed by the developer/company. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Ghaziabad / Gautam Buddha Nagar. Subject to the Arbitration as referred above, the courts at Gautam Buddha Nagar shall have the jurisdiction in all the matters arising out of / or touching upon and /or in connection with this Allotment.

42. That the allottee(s) is/are very much aware about the "THE REAL ESTATE (REGULATION & DEVELOPMENT) ACT 2016" and the formation of Real Estate Regulatory Authority which is under process and there shall be a standard "Agreement to Sale" which has to be executed and registered between both the parties i.e .Company and Allottee(s). The Allottee(s) hereby undertake and declare that i/we shall be abide by all terms & conditions of the Allotment as well as registered Agreement to sale and also bear the advocate fee, charges, cost and stamp dutyof the execution and registration of any Agreement in future. The Allottee(s) also undertake all types of taxes, cess, VAT; GST regarding the shop/commercial/Flats unit shall be borne and paid by me/us.

**IN WITNESSES WHEREOF** the parties hereto have set their hands and have signed this Allotment at the place and on the day, month and year first written herein above, and in the presence of the following witnesses.

**(i) FLAT ALLOTTEE.**

**SIGNED, EXECUTED & DELIVERED BY**  
**M/s. Pigeon Buildhome Pvt. Ltd.**

**(ii) FLAT ALLOTTEE.**

**(Authorised Signatory)**

**WITNESSES:**

**1. Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**2. Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

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## NOC/CONSENT FOR CHANGE IN LAYOUT/BUILDING PLAN

To,  
The Director  
Pigeon Buildhome Private Limited  
GH-07A, TECHZONE IV G.NOIDA (WEST)  
Noida, U.P.

Dear Sir,

I/We have been allotted a flat bearing No. D2-G06, Tower D2, Floor Gr having Super Area 1285.00 SQ.FT. in the project "SPRING MEADOWS " at plot no. GH-07A, Sector-Techzone-IV, Greater Noida (West), District- Gautam Budh Nagar (U. P.) measuring total plot area 31413.90. sqm. ( out of which clear area i.e. 28059.93 sq.m. is being leased). Due to large area of the project, the developer is executing the said project in different number of phases as per lease deed.

I/We have been informed by the developer that they may submit the revised proposed plan for approval of the Greater Noida Authority as the same shall be required for approval of another phase of the project and/or due to change in FAR as permitted by the Greater Noida Authority and/or due to some technical reasons.

I/We have been further informed by the developer that due to such changes in proposed plan, there shall not be any change in permissible green area percentage of the project and flat area beyond permissible limit. Further the common areas and facilities shall be applicable as per the layout of the entire group housing project.

I/We shall have no objection for such changes in Proposed plan for the said project and I/We have given my/our consent and no objection for the proposed change in the building plan of the project "SPRING MEADOWS " at GH-07A, Sector-Techzone-IV, Greater Noida (West), District- Gautam Budh Nagar (U. P.) .

Our Project Registered Under RERA License No. **UPRERAPRJ6831**

**Developer**

**Allottee/s**

**Allottee/s**

(a)-Mr. Rajendra Prasad Yadav (b)-Mrs. Ekta Yadav

**Flat No-: D2-G06**

