

ALLOTMENT LETTER



ALLOTMENT LETTER

This Allotment Letter is made and signed on _____, between **M/s Sarvottam Realcon Private Limited**, a Company registered under the Companies Act, 1956 having its Registered Office at C-170, Preet Vihar, Delhi-110092, through its Authorized Signatory _____, hereinafter referred to as the Company (which expression shall, unless repugnant to the context or meaning thereof shall deem to mean and include its assigns and successors etc.) of the First Part.

AND

FIRST ALLOTTEE

Mr./Mrs./Ms.
S/W/D/of
Permanent Address
.....
Correspondence Address
.....
Telephone: Mobile Fax
E-mail: Date of Birth Marital Status
Residential Status : ☐ Resident ☐ Non-Resident ☐ Foreign Nationals of Indian Origin
Nationality: Income Tax PAN No.
Occupation/ Profession:
Office Name: Designation
Office Address:
Telephone Mobile Fax E-mail:

Nominee's details

Name
Relation
Address.....

(In case nominee is a minor)

Guardian's name Relationship
Guardian's address

CO-ALLOTTEE

Mr./Mrs./Ms.
S/W/D/of
Permanent Address
.....
Correspondence Address
.....
Telephone: Mobile Fax
E-mail: Date of Birth Marital Status
Residential Status: ☐ Resident ☐ Non-Resident ☐ Foreign Nationals of Indian Origin
Nationality: Income Tax PAN No.
Occupation/ Profession:
Office Name: Designation
Office Address:
Telephone Mobile..... Fax E-mail.....

Nominee's details

Name

Relation

Address.....

(In case nominee is a minor)

Guardian's name Relationship

Guardian's address

OR

FIRM/ SOCIETY/ TRUST/ HUF/ PROP./ OTHERS

M/s., a partnership firm duly registered under the provisions of Indian Partnership Act, 1932, through its partner Mr./ Mrs./ Ms authorized by a resolution dated (copy of the resolution signed by all Partners required).

PAN/ TIN Registration No.

OR

M/s a Company registered under the provisions of Companies Act, 1956, having its registered office at, through its duly authorized signatory authorized vide a Board Resolution dated (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).

PAN/ TIN Registration No.

(Hereinafter referred to as the Allottee which expression shall include his/ her/ their respective legal heirs, successors, executors, transferees and assignees) of the Second Part.

- a) M/s Sarvottam Realcon Private Limited will construct a Group Housing building in accordance with sanction building plan and to abide the conditions for construction and development of the complex.
- b) As per the norms of the 'GDA' the land will be used for Residential, Commercial, Open spaces, Play grounds, Parking purposes, Club etc and the whole Group Housing will be developed and will be utilized for Apartments/Communities/Club/Storage/Commercial complex/Utilities etc. Whereas all the terms and conditions of the sale deed of the above said Group Housing plot shall also be applicable to the intending Allottee.

AND WHEREAS the Company is developing and constructing residential Apartments of various sizes and dimensions in the Group Housing Residential Complex known as "**SARVOTTAM SHREE**", built on plot No. SL-02, DPS Road, Indirapuram, Village Mohuddinpur Kanawani, Tehsil & District Ghaziabad, U.P.(herein after referred to as said 'Project') after getting the building plan duly approved from the Ghaziabad Development Authority (GDA), and as per the stipulations of said allotment letter and the Company is entitled to allot the said Apartment(s) on free-hold basis to the

intending Allottee(s). Herein the Allottee(s) has desired for Allotment of an Apartment in the said project namely as **"SARVOTTAM SHREE"**, in which the Company offered for allotment. The location of the Apartment is delineated in the site plan.

AND WHEREAS as per the Building Plan/Layout Plan of said **"SARVOTTAM SHREE"**, it is envisaged that the Apartments on all floors shall be allotted as an independent dwelling Unit/Flat/Apartment with impartable and undivided proportionate share of free-hold rights in the land area underneath the block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummies and machinery rooms, guard rooms and other common facilities, if any, for the Apartment to be used and maintained jointly by all the Allottees in the manner hereinafter mentioned. The rights to terrace(s) are vested with the Company and the Allottees shall not be permitted to carry out any construction on the terrace(s). However, in case of any change in the FAR, the Company has full right to explore the terrace/ terraces to carry out construction of further apartments in the eventuality of such change in the FAR without any objection whatsoever from the Allottee(s). And as such for all times the terrace rights shall exclusively belong to the company notwithstanding the designation and allotment of any common areas as limited common area of otherwise. It is agreed that in such a situation, the proportionate share of the Allottee in the common areas and facilities and limited common areas and facilities shall stand varied accordingly.

AND WHEREAS the Allottee agrees to acquire from the company an Apartment bearing no. _____ (___ BHK) in SARVOTTAM SHREE having super area measuring _____ sq. ft. as offered by the company for allotment to the Allottee.

AND WHEREAS the Allottee hereby undertakes to abide by all laws, rules and regulations of State Government, Ghaziabad Development Authority and/or any Local Authority from time to time or any other laws as are applicable to the said Apartment from time to time. That the Allottee hereby agrees that he shall comply with and carry out from time to time after he has been put in possession or deemed possession of the Apartment, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Ghaziabad Development Authority, Municipal Authority, Government or any other competent Authority in respect of the said Apartment and the land on which the said Building is situated at his own cost and keep the Company indemnified, secured and harmless against all costs. All requisitions, demands and repairs from the date of notice and in case of a consolidated demand are to be paid by all the Allottee in proportion to the super built up area of his respective Apartment. Any taxes levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed by the Allottee to the Company and the same shall be payable on demand.

AND WHEREAS the requisite Allotment Letter is being accepted and signed now after incorporating the details embodied in the application form and terms and conditions agreed upon and it is hereby agreed & confirmed by and between the parties that this Allotment Letter shall prevail over all other communications, terms and conditions given in brochures, advertisements, price list, any other sale documents. This Allotment Letter further cancels all previous Allotments/ Agreements issued by the Company/ Builder except the terms and conditions as contained in the Application form for booking the allotted apartment which is duly agreed and signed by the Allottee. The Allottee shall quote the Apartment number in all future communication

AND WHEREAS the Allottee has agreed that after possession he shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board / Water Commission/any other rules and regulations by State of U.P. or

any other competent authority. That the Allottee shall abide by all laws, rules and regulations of the GDA/Local Authority/State Govt./Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after handing over the possession of the Apartment.

AND WHEREAS all the dimensions are made on brick wall to brick wall basis and not through realm columns and beams basis therefore, the Allottee shall be allotted the Apartment accordingly.

NOW, THEREFORE, THESE ARTICLES WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

APARTMENT DETAILS:

Apartment No., on....., Floor, Block/Tower....., Type of Apartment....., Super Area Sq. Ft Sq. Mtrs.)

A. Cost of Apartment

S. No.	Description of Price	At the rate of Rs. Psft.	Amount
1.	Basic Sale Price (BSP)		
2.	Corner PLC	--	NIL
3.	Park/Road facing PLC	--	NIL
4.	EDC/IDC	--	NIL
5.	Fire Fighting Charges (FFC)	--	NIL
6.	Car Parking	--	NIL
7.	Club Membership	--	NIL
8.	Power Backup (2 KVA)	--	NIL
GRAND TOTAL			

Extra Charges Payable as per payment plan:

B. Other charges

S. No.	Other Charges	Amount
1.	Interest Free Maintenance Security (IFMS)	At the time of Possession
2.	AMC at the time of possession	At the time of Possession

- Note: 1 Sq.mtr. = 10.764 Sq.ft.
- Total Cost of the Apartment will be (A+B)
- Service tax as and when applicable at the prevailing rate as per payment schedule.

PAYMENT PLAN:

Payment Plan		
Down Payment Plan		Construction Linked Plan

(Payment Plans as opted by the allottee is explained in Annexure, forming part of this Allotment Letter)

(Electrification charges as per norms, Stamp Duty, Registration Fees and allied charges as applicable and shall be additionally payable before possession as and when demanded by the Company).

The schedule of installments as opted in the application form/mentioned in the allotment letter shall be final and binding over the Allottee.

TERMS & CONDITIONS FOR ALLOTMENT OF RESIDENTIAL APARTMENT IN “SARVOTTAM SHREE”, BUILT ON PLOT NO. SL-02, DPS ROAD, INDIRAPURAM, VILLAGE - MOHUDDINPUR KANAWANI, TEHSIL & DISTRICT GHAZIABAD, U.P.

That for all intents and purposes and for the purpose of the terms and conditions set out in this allotment letter, singular includes plural, masculine includes the feminine gender and the terms Cost and Price denote the same meaning.

All capitalized terms used in these Standard Terms and Conditions and not defined elsewhere shall have the same meaning as set forth in the Allotment Letter.

1. That in consideration of the Allottee complying with the terms and conditions of this Allotment and making timely payments as per schedule mentioned herein, in this Allotment or its annexure(s), the Company hereby agrees to allot the above said Apartment in the said Group Housing Complex, namely “**SARVOTTAM SHREE**”, (The super area is tentative and is subject to change till the grant of Occupancy Certificate from the Ghaziabad Development Authority or other Competent Authority.)
2. That “Super Area”, which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the common facilities such as area under stair cases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummies and machinery rooms, guard rooms and other common facilities etc. and including all easement rights attached to the said Apartment. However, it is agreed, admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including terraces / basements / stilts etc., and rights to carry out further constructions in case of any change in the FAR, club, swimming pool, open spaces, parks, parking(s) (except what has been allotted by this Allotment) or tot-lots, public amenities, shops and other facilities and amenities shall be solely owned by the Company having the authority to charge membership fees from the Allottee(s) for such facilities and dispose-off these assets as stated above in the manner deemed fit by the Company.

3. That the Allottee has seen all the documents of title deeds and other relevant papers etc. pertaining to the aforesaid group housing project and fully satisfied about the title, rights and interest of the company in respect of the aforesaid project. The show Apartment constructed at the site (if any) is not in accordance to the structural drawings of the building as it does not have the beams & columns, so the actual construction shall not be compared to that, also that the fitting fixture, finishing and other items of said show Apartment shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of allotment letter.

Note: The request for any change in construction/specification of any type in the Apartment will not be entertained.

4. That the Company shall have an unfettered and exclusive right over:
 - (i) The land on which the said building is located and all easements, rights and appurtenances belonging to the said land and the said building;
 - (ii) The foundations, columns, girders, beams, supports, main walls, roof, halls, common corridors, passages, lobbies, stairs, stair-way, refuge areas and entrances and exits of the said building;
 - (iii) Installations of common services such as power, light and sewerage;
 - (iv) The elevators, tanks, pumps, motors, expressers, pipes, firefighting equipments and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors;
 - (v) Circulation area, service areas including but not limited, to machine room, motor room overhead water tanks, maintenance offices/stores, roads etc., architectural features, if provided and security/fire control rooms;
 - (vi) All other parts of the said building necessary or convenient to its existence, maintenance and safety or normally in common use;
 - (vii) All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas and facilities and shall be reserved for use of certain Apartment to the exclusion of other apartments.
5. That except for the said Apartment allotted herein along with all common easement rights attached therewith, including Common Areas and Facilities of the said building, all adjoining areas including the un-allotted terrace/ roof, unreserved Open/ Covered/ Stilted Car Parking Spaces and facilities therein, storage areas etc., the entire un-allotted/ unsold areas of the Project, shall remain the exclusive property of the Company and the same shall always deemed to be in its possession and the company shall at all times have an uninterrupted right to free-hold or use the unallotted areas at its own will. The Allottee agrees to pay the proportionate amount due on him for the maintenance of common areas and facilities.
6. That the Allottee shall get exclusive possession of the built-up area of his Apartment and the title will be transferred of said area along with undivided proportionate share, in the land area underneath his block. The Allottee shall have no right in the remaining part of the complex such as club, swimming pool, open spaces, parks, parking, tots-lots, public amenities, shopping centers and other facilities and amenities except the right of ingress and egress in the common areas like

corridors, staircase, lobby, lift area or any approaching road. Also the land for other common facilities shall remain the property of Company.

7. That the total amount payable by the Allottee including Basic Sale Price and other charges (if any) has been summarized/ mentioned earlier in this Allotment Letter and the Allottee has agreed to pay the balance amount on account of Basic Sale Price in accordance with this Allotment Letter. Similarly the Allottee has also agreed to pay the balance amount on account of other charges (if any) in accordance with said Allotment Letter.

That timely payment of installments as indicated in the schedule of payment is the Essence of this Allotment. No separate letter for payment of installments on the due dates will be issued. It shall be obligatory on the part of the Allottee to make the payment on or before the due dates. If any installment(s) as per the payment schedule is not paid by the due date, the Company shall charge 24 % interest (compounded monthly) on the delayed payment for the period of delay. However, if the payment remains in arrears for more than 30 (Thirty) days or 2 (Two) consecutive demands whichever as earlier, the Allotment shall automatically stand cancelled without any further intimation to the Allottee. In such a case, the amount deposited up to 10 % of the basic sale price of the Apartment + services tax as applicable shall stand forfeited and after deduction of over dues, interest amounts received from housing finance companies/ banks against the said allotment and any other charges, the balance amount, if any shall be refundable without interest after 90 days of cancellation of the allotment. However, in exceptional and genuine circumstances; the Company may, at its sole discretion, condone the delay in payment exceeding 30 days by charging a minimum interest @ of 24% compounded monthly of the amount outstanding, and restore the allotment in case the allotted Apartment has not been allotted to someone else but shall not be bound to do so. Alternative Apartment, if available may also be offered in lieu thereof.

8. That in case the cost/ value of apartment booked/ allotted is Rs.50,00,000/- (Rupees Fifty Lacs only) or more; in such a case each and every payment made or to be made by such applicant/ allottee in whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such applicant/ allottee and the total amount of TDS so deducted shall be deposited by such applicant to the credit of Central Govt. as it has been mandated through an amendment in the Income Tax Act, 1961, by inserting a new Sec 194-IA & notified by CBDT vide Notification No. S.O. 1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the installment which is to be paid to the Builder/ Company/ seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of Central Govt. The credit of the same shall be reflected in the account of the said applicant once he/ she submits the proof of payment of "TDS on purchase of property" and issue to the Builder/ Company/ seller; TDS Certificate in Form-16B. Therefore, it is mandatory for the applicant to have a valid Permanent Account Number (PAN). For further details applicant may visit "www.incometaxindia.gov.in". Applicant is further requested to mention, on the challan for payment of "TDS on purchase of property", address of the registered office of our company i.e. C - 170, Preet Vihar, Delhi-110092.
9. That in case, the Allottee (applicant), at any time, desires for cancellation / surrender of registration cum booking/ provisional allotment, it may be agreed to, subject to sole discretion of the Company. In such as case 10% of the Basic Sale price of the Apartment + services tax as applicable shall be deducted towards the processing and administrative charges and the balance, if any, shall be refunded without any interest and Rs. 10,000/- payable by the Allottee/Applicant as file charges.

10. That if the Allottee fails to make the payment as per opted plan, then the Company shall have a full and an exclusive right to cancel the allotment of the said Apartment and the Company shall forfeit 10% of the basic sale price of the Apartment (being the earnest money deposited) + services tax as applicable or if the Allottee surrendered the said Apartment or request to the Company for the cancellation of the said Apartment, then 10% amount of basic sale price of the said Apartment + services tax as applicable shall be forfeited by the Company.
11. That in case the Allottee wants to avail a loan facility from his employer or financing bodies, to make payment for the Apartment allotted, the company shall only facilitate the process subject to the following:
 - a. The terms of the financing agency shall exclusively be binding and applicable upon the Allottee only.
 - b. The responsibility of getting the loan sanctioned and disbursed, as per the company's payment schedule will rest exclusively on the Allottee. All the necessary documentation required from company for processing of loan application will be provided. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the company, as per schedule, shall be ensured by the Allottee failing which; the Allottee shall be governed by the provision contained in clauses 9, 10 and 11 herein above.
12. That the Allottee agrees that until a Sale Deed is not executed and registered, the company shall continue to be the owner of the Apartment and also the construction thereon and this allotment shall not give to the Allottee any right or title or interest therein even though all the payments have been received by the Company. It is further clarified that the Company is not constructing any Apartment as a contractor of the Allottee but on the other hand Company is constructing the complex as its own and the sale shall be deemed to have take place only, after the actual completion of construction/ finishing/ handing over of the Apartment and the execution of the Sale Deed. The Company shall always has the first lien and charge on the Apartment for all its dues that may become due and payable by the Allottee to the Company.
13. That 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 the above Complex from the Banks/ Financial Institutions after mortgaging the land of the said complex, however the Sale Deed in respect of the said Apartment in favour of Allottee will be executed and registered free from all encumbrances at the time of registration of the same, relating to Apartment qua Builder.
14. That the price fixed or offered for the Apartment is free of Escalation.
15. Further, if there are any additional levies, taxes, service tax, sales tax, VAT, trade tax, rates, charges, cess, Metro Cess and fees etc. as assessed and attributable to the Company as a consequence of government, Ghaziabad Development Authority, municipal corporation or other local or statutory authority(s)'s order, the Allottee shall be liable to pay his proportionate share of such additional levies and taxes. Where there is apprehension in relation to Mr. K. Raheja (Development Company) V/s State of Karnataka Case decided by the Hon'ble Supreme Court of India and any other order passed in future by the Govt./ Statutory or any other local authority(s)/ court/ any quasi judicial body, then the Company can be treated as a contractor of the Allottee and be liable to collect trade tax and service tax from the Allottee and deposit the same with the appropriate authorities. Till date there is no clarification in this case. In future, if the appropriate authorities impose any service tax due to this transaction then the Allottee is hereby agrees for payment of the same and all times indemnify and keep harmless to the Company.

16. That the possession of the said Apartment is likely to be delivered by the Company to the Allottee within 42 months from the date of this allotment letter with a grace period of 6 months thereof subject to force majeure circumstances (including strike of workforce, civil commotion, war enemy action, terrorist action, delayed payments or any act of god or delay in grant of permission by the competent authority or any statutory notification or enactment of law or due to market condition etc.), and on receipt of complete payment of the Basic Sale Price and other charges due and as per payment plan. However, In case there is delay in handing over the possession of the Apartment to the allottee, beyond the time period of 48 months from the date of this allotment letter, then the Builder will pay the Allottee delayed possession charges @ Rs.5/-per Sq. Ft. per month in respect of saleable area of the said Apartment for delayed period only (commencing from the date of expiry of "said 48 months period") provided that all due installments from the concerned Allottee were received in time and he has complied with all the requisite formalities viz. obtaining NOC from the Account Department of the Company, registration of Sale Deed.
17. Since it is a large project having number of buildings/towers, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Allottee must take the possession of Apartment as soon as it is made available for possession.
18. That the Allottee agrees and undertakes to take Tower wise possession of the said Apartment within the time stipulated by the Company in the notice by executing necessary indemnities, as and when offered.
19. That construction of **"SARVOTTAM SHREE"**, Apartment is subject to force majeure clause which includes delay in completion of the project for any reason beyond the control of the Company e.g. non-availability of any building materials, war or enemy action or natural calamities of any act of God, acts of terrorism, floods, earthquakes, political and civil unrest of such a nature etc. and interruption by farmers or local residents of the area, in case of delay in delivery of possession as a result of any notice, order, rule, notification of Government, public or other competent authority, the Company shall be entitled to a reasonable extension of time.
20. That a written intimation for completion of project will be sent to the Allottee and a "Fit-out-Period" of 60 days will commence from the date of offer for possession. The said "Fit-out-Period" is in order to facilitate the Allottee to communicate exact date by which he will be taking physical possession of Apartment after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Sale Deed etc. the installation of sanitary-ware, wash basin, kitchen, sink, hardware accessories, final touch of paint etc. will be done during said "Fit-out-Period" only, which will take around 30 to 40 days for an individual Apartment.
21. That the final touch to the Apartment shall be given after the registration of sale deed and the consent of the allottee shall be presumed that the keys of the Apartment were given for the final touch. The allottee has to take over the keys back after completing the job of final touch and on the date which was confirmed to the allottee. In case the allottee delays in taking over the keys back after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee even then the keys of the Apartment were not been taken back.
22. It is acknowledged and understood by the Allottee that physical possession of the Apartment shall be handed over on execution of the Sale Deed between the Company and Allottee as per the stipulations of Sale Deed and after the receipt of all the dues, documentation and on fulfillment of conditions as stipulated in this Allotment Letter and after transfer of title as permissible in law/ occupancy certificate from the statutory and other authorities. If physical possession is not taken

over at site within 60 days of offer for possession, the Allottee shall pay Holding Charges @ Rupees 10/- per sq. ft. per month for the period of delay in taking the possession. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per terms and conditions of the company shall be entitled and entertained. Further in case of bank loan the due amount will refund to the bank and balance amount will be refund to the Allottee.

23. That the possession period agreed upon is only indicative and the company may offer possession before that date and in such a case; the Allottee hereby agrees to take possession of the unit within 60 days of the written offer of possession from the company failing which the unit shall lay at the risk and cost of the Allottee. Further the Allottee shall be liable to pay holding charges at the rate as mentioned in clause 22 above, in addition to his proportionate share of all the other charges, to the company for the period of delay in taking over actual possession of the unit after the expiry of the said period of 60 days.
24. That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The 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 i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only.
25. That this Allotment or any interest of Allottee in this Allotment Letter shall not be assigned by the Allottee without prior written consent of the Company which consent may be given or denied by the Company at its sole discretion and shall be subject to applicable laws and notifications or any policy of Ghaziabad Development Authority or any other government directions as may be in force and further shall be subject to this Allotment Letter and the terms, conditions and charges as the Company may impose.

In case the Allottee desires transfer of allotment, such transfer of allotment shall be permitted only after one year of booking or 40% payment of the cost of Apartment whichever is later. It is further expressly made clear that the company shall charge 4% of the total sale value, as prevailing at the time of the desired transfer, as processing fee for administration and file charges from the Allottee(s).

26. The registration charges including all cost of stamp papers, documentation fees, official fees, advocate fee and other informal charges shall be borne by the Allottee. That the Allottee will also sign and execute all requisite Application, Forms, Affidavit, Agreements and under taking etc. required from time to time for purchase of said Apartment.
27. That the Allottee is aware and has acknowledged that the plans, designs, and specifications of the project which are tentative. Builder may affect modifications in layout plan/ building plans/ designs as the builder may deem fit or as directed by any competent authority(ies). For any alterations/ modifications resulting in +/-2% change in the original super area of the Apartment, there will be no extra charge/ claim by the builder. However, any major alterations/ modifications resulting in more than +/-2% change in the super area of the Apartment any time prior to and upto the possession of the Apartment, the Builder shall intimate to the intending Allottee, in writing, the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him and the intending Allottee agrees to inform the Builder in writing his consent or objection to the Builder within 30 days from the date of such notice failing which the intending Allottee shall be deemed to have raised objection to the said alteration/ modification, and in such a case; the Allotment shall be deemed to be cancelled and amount paid by the allottee till date shall be refunded without interest. In case of decrease in the Apartment area by more than 2% as a result of alteration/ modification the Builder shall refund the excess amount charged from the Allottee without interest.

It shall always be clear that any alteration / modification resulting in more than $\pm 2\%$ change in the super built up area of the Apartment then the demand or refund shall be applicable for the entire area eg. : for a $\pm 2\%$ change the demand or refund shall be applicable for the total 3% area.

28. That the intending Allottee(s) is aware of and has full knowledge that the building plans are tentative and agree that the company may make such changes, modification, alterations and additions therein as may be deemed necessary or may be required to be done by the company, the Government/ GDA or any other local authority or body having jurisdiction. As per the prevailing Building bye-laws of the GDA the F.A.R. (Floor Area Ratio) of the **"SARVOTTAM SHREE"**, presently is 2.5 of the residential plot area which comprises of fixed nos. of the dwelling units in proportionate to the population density i.e. 1650 PPH, thereafter 50% of F.A.R. is purchasable. Further, 10% of the total F.A.R is compoundable; accordingly the numbers of the dwelling/Flats and population density may be increased. An enhanced 5% of the total F.A.R is also available for an environment friendly green building project. Also, that in the eventuality of change in F.A.R., the company shall have a right to achieve the enhanced F.A.R. including the right to explore the terrace to achieve the enhanced FAR by constructing more floors in the existing towers or by any other suitable option. Further, the Company can make any type of change in layout/ elevation/ design/ alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the company and by signing this allotment and terms & conditions it shall be presumed that the allottee has giving his all time consent for the all stated above.
29. That if for any reason, the Company is not in position to allot the Apartment applied for by the Intending Allottee the Company may offer an alternate Apartment to the intending Allottee and in case the same is not acceptable to the intending Allottee, the Company will refund the amount deposited by the Intending Allottee to him without any interest or compensation on account of the same within 90 days of refund request and the Intending Allottee agrees that he shall not raise any objection to the same.
30. That the Allottee shall get exclusive possession of the built-up area of his Apartment and will be transferred the title of said area along with impartable and undivided proportionate share, in the land area underneath his block. The Allottee shall have no right in the remaining part of the complex such as club, swimming pool, open spaces, parks, parking, tot-lots, public amenities, shops and other facilities and amenities except the right of ingress and outgress in the common areas like corridors, staircase, lobby, lift area and approach road.
31. That the Allottee agrees that after taking possession of the said Apartment, it shall pay all charges towards insurance on equal/ proportionate basis.
32. That the Allottee after taking possession of the said Apartment or receiving deemed possession, shall have no claim against the Company in respect of any item or work in the said Apartment, which may be said not to have been carried out or completed or for non compliance of any designs, specification, building material or any other reason whatsoever.
33. And saving and expecting the particular Apartment allotted, the intending Allottee shall have no claim or right of any nature or kind whatsoever in respect of unsold Apartment, open spaces, lobbies, stair cases, lifts, terraces, roofs, spaces for commercial/ recreational facilities, club, parks, party hall, basements, swimming pool with changing rooms, guest house, parking spaces (excepting what has been allotted by an Allotment to intending Allottee or tot-lots, space for public amenities, shoppes or any other space not allotted to him, which shall all remain the property of the builder for all times unless the builder decides to dispose them off subject to right of the intending Allottee, as mentioned hereinafter and the Builder can lease out the vacant Apartment or the complete block of

the Apartment as a whole or in part to one or more person(s)/ company(s)/ institution(s) whatsoever for short term or long term.

34. That the Allottee and his 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 such inspection during construction, by the Allottee or any family member accompanying him.
35. That the Allottee & Co- Allottee (if any) shall have an equal share in the Apartment and in case of death of any of them, the allotment shall continue only after providing a Death Certificate of the deceased from the appropriate Government authority and a No Objection Certificate from the bank if the deceased has availed a loan. Similarly in a case of divorce or where a dispute arises between the Allottees, booking shall continue only after providing consent in writing by both of them along with obtaining a No Objection Certificate from the bank concerned from which loan is availed, if any. However, the company shall have the right to charge interest on the amount to be received from the applicant in case the same is delayed on account of the death/ any dispute as above mentioned. The Allottee shall be given a maximum time limit of two months to complete the above said formalities thereafter which, the Company has the right to cancel the said allotment and the Allottee shall have no claim or right whatsoever except the right to claim for the refunds of amount deposited, and in case of such cancelation there will be a deduction of 15% of the basic cost of the Apartment. In order to receive the entire refund amount as a whole, consent of both Allottees shall be necessary otherwise the amount shall be refunded in equal share between all the Allottees.
36. That in case a unit has been booked in the name of a minor, then his/ her legal guardian shall execute any allotment on behalf of such minor with the company including this Allotment Letter.
37. That the Allottee hereby agrees and undertakes that prior to taking possession of the said Apartment he shall enter into a separate Maintenance Agreement with the Company or maintenance agency appointed or nominated by the Company for the maintenance of the common areas of the complex. The tenure of the said maintenance agreement shall be for a maximum period of Two (2) years which shall commence from a date when first letter of offer for possession is issued by the company or first physical possession of flat is handed over to an Allottee, whichever is earlier. Further, such maintenance charges shall be reckoned from the date from which tenure of Maintenance agreement commences even if for any reason whatsoever the possession has not been taken by the Allottee(s). However, in respect of those allottees who apply to purchase an apartment after the said Two (2) year period of maintenance has commenced, he shall be charged for the maintenance cost in proportion to the remaining time period only of the said maintenance tenure. However, maintenance can be handed over to the Association of Allottee(s) before the expiry of two years in case written consent of majority flat owners is received by the company and in such case; the proportionate balance deposit shall be transferred to the Association of Allottee(s). The Allottee undertakes to become a member of the "Apartment owner association" and shall continue to pay the maintenance charges as determined by the said association or Maintenance Agency.
38. That the scope of maintenance and general upkeep of various services within the building shall broadly include operation & maintenance of lifts, operation & maintenance of generators including cost of diesel, maintenance of fire fighting systems, garbage disposal & upkeep of common areas, water supply, sewerage system, common area lighting. The services outside the Apartment but within the complex shall broadly include maintenance and upkeep of internal roads, pathways,

boundary walls / fencing, horticulture, drainage system, street lighting, water supply, general watch & ward within the complex.

39. That the Allottee hereby agrees and confirms that Allottee shall not hold the company responsible/ liable for any act or omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts of commission or omission in rendering the services to the Allottee. The Allottee hereby expressly discharges the company from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency.
40. That the Allottee shall pay to the Company electricity, water & sewerage connection charges, contingency deposit and maintenance security. A separate Electricity Supply agreement shall be executed between the company/ Maintenance Agency and the allottee. The Allottee further agrees that it shall pay to the Company Interest Free Maintenance Security of super area along with sinking fund as and when demanded, at such rates as decided by the company at the time of possession.
41. The Allottee agrees to pay applicable club usage charges for the exclusive facilities as and when demanded by the company as per actual usage and services availed by the Allottee for which the Allottee is required to sign the relevant documents and the allottee has got membership rights for the usage of club. However, the club and various other recreational facilities shall be made available only upon completion of the various phases of the project as a whole in all respects.
42. That one car parking space is mandatory per unit and shall be made available inside the Complex. The car/ Two Wheelers/ Cycles shall be parked within the same parking space allotted to the Allottee(s). Also Allottee agrees that it shall not attempt to accommodate parking of more than one car in one/ single parking space. No car/vehicle is allowed inside the complex except those who have reserved the car parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the complex to the Residents Welfare Association of the complex. The R.W.A. or owner/allottee/occupier of the Unit/Flat shall not have any right over the un-allotted parking spaces. However one Car parking will be given by the Company. Additional car parking will be available on request on payment basis, if available. A Separate Agreement for the allotment of the Car Parking will be executed between the Builder and the Allottee(s) at the time of possession. For security reasons no car/ vehicle parking is allowed inside the Complex except for those, who have reserved the car parking space. If any vehicle is found parked unauthorized inside the complex; then the company reserves the exclusive right to get it towed and removed from the premises and shall not be responsible for losses and damages, if any.
43. That single point electric connection will be taken for the complex from the Paschimanchal Vidyut Vitran Nigam Limited and the electricity will be distributed through separate meters to the allottee.
44. That the price of the Apartment does not include the cost of electric meter which shall be installed by the allottee on his own cost through the company. However, if due to any subsequent legislation/ government order or directives or guidelines or if deemed necessary by the company or its nominees, additional fire measures or any other installation/ equipment is necessitated, then the Allottee in such case agrees to pay for the additional expenditure incurred thereon on pro-rata basis along with other allottees as determined by the company in its absolute discretion.
45. That if Allottee is required more than 2KVA (for 2BHK), 3KVA (for 3BHK) and 4KVA (for 4BHK) Power back up facility, then the Allottee has to give his consent in writing at the time of signing of the

application form and has to pay additional charges for the additional Power back up facility, and no request for power back-up facility shall be entertained later on. 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.

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

46. That the Allottee agrees that the individual consumption of power back up systems shall be borne by the Allottee as per his usage which is over and above the general maintenance charges. Further, the rate for Electricity and Power back-up consumption charges including the fixed charges (payable in case of minimum/ non-usage of electricity and power back-up) payable by the allottee will be decided by the company.
47. That it is hereby agreed that the Company/ maintenance Agency shall be entitled to effect disconnection of water / sewer and power/ power backup connection and debar from usage of any or all common facilities within the complex of the allottee, in case of an unlawful activities or non-compliances of any of the terms of this allotment by the allottee.
48. That in case the Allottee desires/ wishes to add or remove or make any changes in the name of his nominee(s) as specified by him after the acceptance and signing of this Allotment Letter by him shall entail a fees of Rs.11,000/- (Rupees Eleven Thousand only) towards file and administrative charges and the same shall be paid along with the written request for any such above said change.
49. That the Builder shall not pay any damages/ compensation to the Allottee in case of the failure of the services which are technical in nature.
50. That on completion of building unit or offer of possession, whichever is earlier, the allottee is required to pay and always maintained with the company Rs. 50/- (Rupees Fifty only) per sq. ft. as Interest Free Maintenance Security (IFMS) deposit. Further the general monthly maintenance charges as applicable (As per the separate maintenance to be executed between the Allottee and the Maintenance Agency which is also subject to revision from time to time) per sq.ft. of the super built-up area of the apartment shall be payable by the Allottee to the Company/ Maintenance Agency ,as the case may be, every month in advance.
51. That the central green lawns and other common area shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on cost sharing basis.
52. That in Future, if Ganga Water supply is available, then it would also be made available at the rates fixed/ decided/ charged by the local Authority. The cost of this additional pipeline network shall also be charged on proportional basis from the Allottee.
53. That all natural products such as marble stones, tiles and timber etc. may have variations in texture, color and behavior.
54. That the Allottee hereby covenants with the Company that from the date of the receipt of the offer of possession/ possession notice of the Apartment or the date of receiving deemed possession, as provided herein before, he shall, at his own cost, keep the said Apartment, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure/ safety of

the premises is in no way damaged or jeopardized. He shall neither himself permit nor suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority. The Allottee shall be liable to pay for any damage of the common equipments by malfunction or any willful act done by him or anyone else on his behalf.

55. That the Allottee agrees not to use the said Apartment or permit the same to be used for purpose other than for residential purpose or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Apartment in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Apartment which tend to cause damage to any flooring or ceiling of any Apartment over or below or adjacent to his Apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
56. That it is admitted, acknowledged and so recorded by and between the parties that the Allottee shall, under no circumstances be allowed to carry out any change whatsoever in the elevations and/ or outer colour scheme and shall also not perform any other construction in the entire complex. This provision shall be applicable even after handing over of the physical possession and execution of title deed. In case of non compliance of this provision by the Allottee the Company without any formal notice shall be at liberty to restore the original elevations and/ or outer colour scheme. This shall be done at the costs and risk of the Allottee and shall include all formal and informal charges.
57. That the Apartment Allottee agrees that he shall not fix/ install the Air Conditioners/ Air Coolers or equipments of like nature at any place other than the spaces earmarked/ provided for the said Apartment and shall not design or install or open them in the inside passages, common areas or in the staircases. The Apartment Allottee further agrees to ensure that no water shall drip from the said Air Conditioners/ Air Coolers or the like equipments in a way which may cause inconvenience/ hardship to other Apartment Allottee/ Occupants in the said Complex.
58. That the Allottee further agrees, undertakes and guarantees that he shall not display any signboard/ nameplate/ neon lights signs, hanging clothes and flower pots on the external façade of the building/ Tower/ Complex or anywhere on the exterior of the building or the common areas. The Allottee further undertake as follows:
 - i) That he shall not remove any load bearing wall of the said Apartment.
 - ii) That he shall not distribute the electrical load in the said Apartment in non-compliance with the electrical system installed by the Company or its Maintenance Agency.
 - iii) The Allottee agrees and acknowledges that he shall be solely/ jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.
 - iv) The Allottee shall allow the sweepers/ Maintenance staff to enter the Apartment for repair of pipes/ leakage/ seepage going in/ on/ through or because of any fault in the apartment.
 - v) No request for any changes whatsoever in the apartment from the Allottee shall be entertained.
59. That the Company shall be responsible for providing internal services within the peripheral limits of the said Complex, which inter alia include (i) laying of roads, (ii) laying of water line, (iii) laying of sewer lines and laying of electric lines. However, it is acknowledged and understood by the Allottee that, external or peripheral services, such as water, sewer, storm water drains, roads, electricity, horticulture etc. are to be provided by the Ghaziabad Development Authority and/ or by the concerned local authority.

60. That the Company covenant with the Allottee that the Allottee after entering in to the sale deed on paying the dues and performing the terms of Allotment Letter and stipulations on his part herein contained shall peacefully hold and enjoy the said Apartment without any interruption by any person.
61. That the address above shall be taken as final unless any subsequent change has been intimated vide a Registered AD letter. All demand notices, letters etc. sent/ posted at the given address shall be deemed to have been duly served upon/ received by the Allottee. It shall be the duty of the Allottee to notify/ inform the Company of any change in the registered address. In case the Allottee fails to inform then the demand letter sent to the Allottee shall be deemed to be delivered. In case the joint Allottee than intimation will be send to the first Allottee and the same shall be deemed to be sent to the other Allottee as well.
62. That in case of NRI Allottee the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Allottee.
63. That the Allottee agrees that no lien or encumbrance shall arise against the said Apartment as a result of this Allotment Letter or any money deposited hereunder by the Apartment's Allottee.

In furtherance and not in limitation of the provisions of the preceding sentence the Apartment Allottee agrees that the provisions of this Allotment Letter are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made/ created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Apartment or excuse the Apartment Allottee from completing the payment of the price of the said Apartment or performing all the other obligations hereunder or be the basis of any claim or liability against the Company provided that at the time of the execution of the sale deed the said Apartment shall be free and clear of all encumbrances, liens and charges whatsoever. In case of an Apartment Allottee who has opted for long term payment plan arrangement with any Financial Institution/ Bank, the Sale Deed of the Apartment in favour of the Apartment Allottee shall be executed by the Company only after receiving no objection certificate from such Financial Institution/ Banks.

64. That the Apartment Allottee agrees that the Company shall always have the first charge/ lien on the said Apartment for the recovery of all its dues payable by the Apartment Allottee under this Allotment and such other payments as may be demanded by the Company from time to time. Further the Apartment Allottee agrees that in the event of his failure to pay such dues as aforesaid, the Company shall be entitled to enforce the charge by selling the said Apartment to recover and receive the outstanding dues out of the sale proceeds thereof.
65. That the Apartment Allottee hereby authorizes and permits the Company to raise finance from any Financial Institution/ Bank by way of mortgage/ charge/ securitization/ receivable or in any other mode or manner by charge/ mortgage of the said Apartment.
66. That in case the Apartment Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Apartment Allottee whether in or outside India for acquiring the said Apartment for the Allottee, the Company shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Company for the said Apartment by the Allottee.

Further the Allottee undertakes to indemnify and holds the Company free and harmless from and against any or all liabilities and expenses in this connection.

67. That the Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transactions as referred above. Any purported transaction by the Allottee in violation of this Allotment Letter shall be default on the part of Allottee entitling the Company to cancel this Allotment and to avail of remedies as set forth in this Allotment Letter including recovery of possession of the Apartment in case the same has been delivered.
68. That it is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Apartment Group Housing Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licenses and/ or subsequent Allottee/ assignee(s) of the said Apartment (irrespective of the fact that the occupation by such person is hostile) as the said obligations go along with the said Apartment for all intents and purposes.
69. That in case, the intending Allottee makes any payment to any of the person/ company, except **M/s Sarvottam Realcon Private Limited** against his booked Apartment, then the Allottee(s) shall be solely responsible & liable for the said payment.
70. That on failure of the part of the Company to enforce at any time or for any period of time the provisions hereof shall not constitute to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
71. That if any provision of this Allotment Letter shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as being reasonably inconsistent with the purpose of this Allotment Letter and to the extent necessary to confirm to the applicable law and the remaining provisions of this Allotment shall remain valid and enforceable as applicable at the time of execution of this Allotment Letter.
72. That after receipt of the copies of the Allotment Letter, duly signed by the Allottee, the Company shall sign this Allotment Letter and acceptance and implementation of this Allotment Letter will be completed after such signature by the Company at its office. Hence this Allotment Letter shall be deemed to have been accepted and signed at the office of the Company even if the Apartment Allottee may have accepted and signed this Allotment Letter at any other place(s) other than above.
73. That the work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason(s) whatsoever.
74. That if for any reason, whether within or outside the control of the Company, whole or part of scheme is abandoned, no claim will be preferred except that the money of the Allottee will be refunded in full without interest.
75. That all disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, shall be mutually discussed and settled between the parties to this Allotment.
76. That all disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, which cannot be amicably settled, shall be decided by a sole arbitrator, appointed solely by the builder/company and the decision of the arbitrator shall be binding on both the

parties. The Arbitration shall be conducted in accordance with the provision of Arbitration and Conciliations Act, 1996 or any statutory amendments or modification prevailing at that point of time.

77. That the venue of the arbitration shall be Ghaziabad and the award of the arbitrator(s) shall be rendered in English. The Company reserves the right to appoint sole arbitrator in the event of arbitration clause being invoked by either party, to adjudicate the disputes.

78. That this Allotment shall be construed and legal relations between the parties to this Allotment Letter shall be determined and governed according to the laws of India.

79. That the Courts at Ghaziabad shall have jurisdiction in all matters arising out of and/ or concerning and/ or touching this allotment.

For M/s Sarvottam Realcon Private Limited

**(Authorized Signatory)
Company**

Witnesses

Allottee(s)

1.

2.

ANNEXURE-I

PAYMENT PLAN

**Payments Option for Unit No.....
At Floor....., Super Area.....Sq.ft.**

1. CONSTRUCTION LINKED PAYMENT PLAN

At the time of Booking	10% of Total Price
Within 45 days of Booking	10% of Total Price
At the time of Excavation	10% of Total Price
At the time of Raft	10% of Total Price
At the time of Basement slab casting	5% of Total Price
At the time of Ground Floor slab casting	5% of Total Price
At the time of 4 th Floor slab casting	5% of Total Price
At the time of 6 th Floor slab casting	5% of Total Price
At the time of 8 th Floor Slab Casting	5% of Total Price
At the time of 10 th Floor Slab Casting	5% of Total Price
At the time of 14 th Floor Slab Casting	5% of Total Price
At the time of 16 th Floor Slab Casting	5% of Total Price
At the time of Top Floor Slab Casting	5% of Total Price
At the time of Brick Work	5% of Total Price
At the time of Internal Plaster	5% of Total Price
At the time of Possession	5% of Total Price

Recent Passport
Size Photo

Recent Passport
Size Photo

2. DOWN PAYMENT PLAN

At the time of Booking	10% of Total Price
Within 60 days of Booking	85% of Total Price
At the time of possession	5% of Total Price

Recent Passport
Size Photo



**SL – 2, DPS ROAD, KANAWANI
INDIRAPURAM, GHAZIABAD (UP)**

: Corporate Office :

A – 60 C, Sector – 63, Noida (U P) – 201 301

Tel : 0120 – 4166270, 4167270

Web : www.sarvottamindia.com, Email : info@sarvottamindia.com