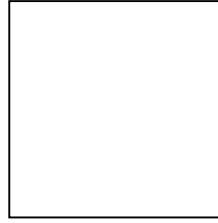


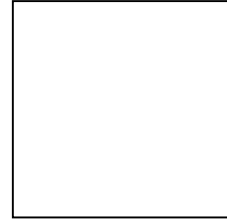
Allotment Letter

To,

R/o -----



(CO-ALLOTTEE)



(FIRST ALLOTTEE)

Sub: Allotment of Residential Apartment in DIVYANSH ONYX, Situated at GH Plot No.2, BLOCK H, JAIPURIA SUNRISE GREENS, VILLAGE SHAHPUR BAMHETA, GHAZIABAD, (U.P) (RERA NO. UPRERAPRJ15690)

Dear Madam/Sir,

This is in reference to your request and application dated 00/00/0000 we, M/S Divyansh Homes Pvt. Ltd. a company registered under the companies Act, 1956 having its Corporate Office at GH-02, Block H, Jaipuria Sunrise Greens, Village Shahpur Bamheta, Ghaziabad (hereinafter referred to as the 'Company' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you residential Apartment No. on..... Floor, Tower– D..... , DIVYANSH ONYX, Situated at GH Plot No.2, BLOCK H, JAIPURIA SUNRISE GREENS, VILLAGE SHAHPUR BAMHETA, GHAZIABAD, (U.P) measuring

Carpet Area :- sq.mtr. (..... sq. ft.)

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

Balcony Area :- sq.mtr. (..... sq. ft.)

Common Area :- sq.mtr. (..... sq. ft.)

Total Area* :- sq.mtr. (..... sq. ft.)

Terrace area :- sq.mtr. (..... sq. ft.)

* Note: The outer walls which are shared with another unit shall be computed at 50%, remaining outer walls shall be computed at 100% and the common area loaded on the apartment, of that particular Block in which the apartment is situated (i.e. the area/core area comprises of corridors, lifts, stairs case, entrance lobby at ground and basement,

overhead water tanks, machine rooms, mumty, garbage room etc.) and the common area loaded on the apartment, of the project which includes Indoor sports rooms, road ways in the basement, club, security rooms, R.W.A. room, maintenance room, common toilets at ground floor, generator room, basement roads in parking area, Covered pathways in stilt floor & basements, electrical room, gas banks etc. (if any or all) and other constructed common areas which are not separately charged. Under Ground Sump, Boundary Wall, Open Walkways, Common open sky terraces and other open facilities are not part of Total Area.

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

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

The Allottee(s) has already paid an amount of Rs./- as earnest money, as per details below:

S.No.	Cheque/DD/RTGS No.	Date	Bank Name	Basic cost	GST	Total Amount
1.						
2.						
3.						
TOTAL						

The construction is likely to be completed by 01th June 2022.

Terms & conditions forming part of this Application and Allotment letter of apartment in Divyansh Onyx Tower D2 AND D3, GH–2, H Block, Jaipuria Sunrise Greens, Vill. Shahpur Bamheta, Ghaziabad (U. P.)

Interpretation of some indicative terms:-

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

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

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

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

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

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

Types of Area:-

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

Earnest Money:- 10% amount of the total basic cost of apartment plus taxes paid till date of cancellation.

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

Fit Out Period:-After completing the construction of the building the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final coat of paint (Items as per specifications of the apartment) will be done in apartment. The duration of said fit out is six month from the date of offer of possession.

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

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- (c) Strikes or lock outs, industrial dispute.

- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- (f) The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Allotment.
- (g) Any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or, for any reason whatsoever.

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

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

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

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

Project: - means DIVYANSH ONYX, Situated at GH Plot No.2, BLOCK H, JAIPURIA SUNRISE GREENS, VILLAGE SHAHPUR BAMHETA, GHAZIABAD.

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

This Allotment is being made by Divyansh Homes Pvt. Ltd. a Company registered under the Companies Act, 1956 and having its registered office at A-76, Kanti Nagar, Delhi -110051, (hereinafter referred to as the "Company").

WHEREAS the Company has purchased land admeasuring 17710 square meter in which 3888 square meter has been transferred to another promoter for tower D5 only (Khasra Number 1506 =1124 square meter, Khasra Number 1507= 1578 square meter and Khasra Number 1582= 1186 square meter total 3888 square meter) located on undivided and impartial total developed land 78947.68 square meter of GH-2 in the township known as Jaipuria Sunrise Greens, situated at Village Shahpur Bamheta, District Ghaziabad for tower number D1, D2, D3 AND D4 are to be constructed on the said land, from M/s SMV Agencies Pvt Ltd Which is a lead party of consortium of its associates companies name various companies inter alia M/s Jaipuria Advance technologies Pvt. Ltd., M/s Vibhu Drinks Pvt. Ltd., M/s Jaipuria Durobuild Pvt Ltd., M/s SMV Realtors Pvt. Ltd., M/s Surya Vaibhav Developers Pvt. Ltd. The nominees/associate companies have joined hands to form a Consortium under the banner of SMV Agencies Pvt. Ltd as lead party and as such the M/s SMV Agencies Pvt Ltd has entered into Consortium Agreements with its nominees/associate companies, inter alia for the purpose of development of an Integrated Township, with a view to set up and develop an integrated township in consonance with the policy of the Government of Uttar Pradesh published vide G.O. No 2711/Aath-01-05-34 vividh/2003 dated 21.05.2005.

WHERE AS the sale deed of the land admeasuring 17710 square meter in which 3888 square meter has been transferred to another promoter for tower D5 only(Khasra Number 1506 =1124 square meter, Khasra Number 1507= 1578 square

meter and Khasra Number 1582= 1186 square meter, total=3888 square meter) square meter located on undivided and impartial total developed land of GH-2 in the township known as Jaipuria Sunrise Greens, situated at Village Shahpur Bamheta, District Ghaziabad for tower number D1, D2, D3 AND D4 to be constructed, has been executed vide Bahi No. 1 Jild no. 12672 Pge no 59 – 90 SI No. 719 dated 04/02/2015 by M/s SMV Agencies Pvt Ltd which is a lead party of consortium of its associates companies in favor of the “Company”. Now the company is the absolute owner of said land.

AND WHEREAS as the License has been granted by the Ghaziabad Development Authority (GDA) to the SMV Agencies Pvt. Ltd. (Lead party of the consortium) to set up and develop an integrated Township/Housing Scheme in Ghaziabad vide No. I.H/Ghaziabad/04 dated 29.05.2006 in accordance with the terms and conditions of the license and any other condition imposed by the Ghaziabad Development Authority.

AND WHEREAS as the detailed project report of the said township Jaipuria Sunrise Greens has been approved by the Ghaziabad Development Authority (GDA). vide letter no 116/mi-anu/06 dated 29.11.2006. The revised layout plan has been approved by the Ghaziabad Development Authority (GDA) vide letter number 580/M.P/2014 dated 04.03.2014. The said Township is divided into various plots for Group Housing and other purpose including Gh-02 in block –H in the Township known as “Jaipuria Sunrise Greens NH-2”, situated at Village Shahpur Bamheta, Ghaziabad (U. P.).

AND WHEREAS as the total area of GH-02, H-Block is 78947.68 sq.mtr.(19.63 Acres) as earmarked in the layout plan and the building plans of GH-02 have been duly sanctioned by Ghaziabad Development Authority (GDA) vide letter number 17/M.P/2014 dated 29.09.2014. in the name of Lead party M/s SMV Agencies Pvt. Ltd. The project/complex will have apartment of different sizes and dimensions in various blocks therein and will also have spaces for commercial and recreational facilities, club, basements, swimming pool with changing rooms, parking spaces, space for public amenities etc.

AND WHEREAS as the Structural design approval has been taken in the name of SMV Agencies Pvt. Ltd. of proposed Group Housing Complex/Shopping Complex have been duly sanctioned to/by the Indian Institute of Technology Roorkee. Vide letter no. EQD/RND/ODPL-SMVA-II/1105 on Dated: 03.11.2014 The project/complex will have apartment of different sizes and dimensions in various blocks therein and will also have spaces for commercial and recreational facilities, club, basements, swimming pool with changing rooms, parking spaces, space for public amenities etc.

AND WHEREAS as the Fire approval has been taken in the name of SMV Agencies Pvt. Ltd. of proposed Group Housing Complex/Shopping Complex have been duly sanctioned to/by the Ghaziabad Development Authority (GDA). Vide letter no. R-63/JD.FS-14(GHAZIABAD)/228 on Dated: 21.08.2014.

AND WHEREAS as the Height Clearance has been taken in the name of SMV Agencies Pvt. Ltd. of proposed Group Housing Complex/Shopping Complex have been duly sanctioned to/by the Aviation Angle For Construction of Building. Vide letter no. Air HQ/S 17726/4/ATS (Ty BM - MMLXXVII) on Dated: 05.06.2015

AND WHEREAS as the Pollution Control approval has been taken in the name of SMV Agencies Pvt. Ltd. of proposed Group Housing Complex/Shopping Complex have been duly sanctioned to/by the Uttar Pradesh Pollution Control Board. Vide letter no. F95604/C-1/NOC/G-733/2012.

AND WHEREAS as the EIA clearance has been taken in the name of SMV Agencies Pvt. Ltd. of proposed Group Housing Complex/Shopping Complex have been duly sanctioned to/by the state environment impact assessment authority, uttar pradesh. Vide letter no. 2347 PARA/SEAC/61/2010/AD(V) on Dated: 30.09.2011.

AND WHEREAS as the lead party had allocated sites/land comprising of specified towers and earmarked land to the various promoters to enable them to carry out construction and development individually and construct/develop the said group housing project. There will be no separate boundary of the proposed project ‘Divyansh Onyx’. That the promoters of various allotted sites of Gh-02 will complete the construction of their site independently and M/s Divyansh Homes Pvt

Ltd. shall not be held responsible for pending construction of other promoters. That the M/s Divyansh Homes Pvt Ltd. shall also not be held responsible for the delay on the part of the development work to be done by M/s SMV Agencies Pvt. Ltd. required for the completion of the project. The services for effluent drainage from STP and single point electrical load connection shall be provided up to the one common point at the boundary of the plot GH-02 by SMV Agencies Pvt. Ltd. These services will be completed at least 6 month before completion of construction of any of tower of GH-02.

AND WHEREAS the Allottee(s) has/have seen all the documents of titles and other relevant papers/ documents etc. pertaining to the aforesaid township and has/have fully satisfied himself/herself/themselves about the title and rights of the Company in respect of the said Township. The Company has right to develop and construct the Apartments in the said Township and also has right to allot/sell Apartments of different sizes and dimensions in the said Township.

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

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

AND WHEREAS after fully satisfying himself/herself/themselves the Allottee(s) has/have agreed to acquire from the Company a residential apartment (As per Apartment number and Area details on Page-2 of this allotment letter) to be constructed in the multi-storied buildings/towers in the project DIVYANSH ONYX, Tower-D2 AND D3, Situated at GH Plot No.2, BLOCK H, JAIPURIA SUNRISE GREENS, VILLAGE SHAHPUR BAMHETA, GHAZIABAD. (Hereinafter referred to as the "Apartment"),

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

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

The Allottee(s) has/have agreed for Payment plan attached as Annexure-A, Specification Sheet attached as Annexure- B, Map of Apartment attached as Annexure-C. This is also understood that one Open/Lower Basement/Upper Basement/Stilt Car Parking. In addition to total basic cost, the cost of Electrical Connection @ 15000/- per kw, 1KVA power backup installation @20000/- Per KVA and interest free maintenance security (IFMS) @ 25/- per sq. ft. of total area of apartment will be paid by the allottee(s) at the time of offer of possession.

1. Allottee(s) has already seen the sanctioned maps and accepted the layout of tower plan, floor plan and unit plan and understand the variation between sanctioned maps and actual plans that the variations are within compounding limits as per building bye-laws of GDA.
 - a) Instalments due towards payment of the Apartment will be made to the Company on or before the due date as mentioned in the payment plan. The Allottee (s) has/have agreed that the Company is under no obligation to send demands/reminders for payments. If payment is not received within the aforesaid stipulated period as per the Payment Plan for any reason or ground whatsoever, or in the event of breach of any of the terms and conditions of this allotment by the Allottee(s), the allotment will be cancelled and 10% of the Basic price and/or the amount received till date with taxes paid to Govt. whichever is lower of the Apartment will be forfeited and balance amount will be refunded without any interest.

- b) If for any reason or ground at any stage, the booking of the Apartment is cancelled/surrender by the Allottee(s), then 10% of the total basic cost of Apartment would be forfeited and balance amount except GST or any taxes applicable and charges including brokerage, which may be applicable or have already been deposited, if any, will be refunded without any interest. The earnest money constitutes the administrative cost incurred for promotional activities, accepting the booking and processing as well as towards various inter-departmental processing , holding cost incurred by the company to fund the construction of the said unit, finance cost for servicing the project loan amounts and thereafter towards administrative cost for processing cancelation request and legal services cost. The Allottee(s) will at such time extend full cooperation in completing the documentation thereof as may be called upon by the company.
 - c) Installment Call Notice/Demand letter will be issued by the Company on completion of stage of construction as per payment plan through E-mail/Post/Courier to the effect that installment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this allotment. If the payment of any of the installment is delayed by more than 30 days of its due date then the company shall have the right to cancel the allotment of the apartment without any further notice to the Allottee(s). Non receipt of Installment Call Notice/Demand letter will not be treated as the reason of delay in payment.
 - d) In the event, Allottee(s) fails to pay any installment(s) with interest within 30 days from the due date, the Company shall have the right to cancel the allotment without any intimation and forfeit the entire amount of Earnest Money deposited by the Allottee(s) and the Allottee(s) shall be left with no right or lien on the said apartment and the Company shall be free to sell/dispose of the same in favour of third person. The amount paid, if any, over and above the Earnest Money shall be refunded by the Company, without interest, after adjustment of interest accrued on the delayed payment(s), if any, due from the Allottee(s) including brokerage and after the Company is able to dispose of the Apartment in favour of a third person.
 - e) In exceptional circumstances, the **Company** may, in its sole discretion condone the delay in payment, by charging compounding interest @ 12 % per annum with monthly rest.
2.
 - i) That the Allottee(s) shall not be entitled to get the name(s) of his/her nominee(s) substituted in his/her place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the Allottee(s) as registered/recorded with the Company (including addition/deletion), amongst family members (husband, wife, and own children and real brother/sister) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the Allottee(s), before such change.
 - ii) The request letter for change of the right of the Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial Institutions in case payment against the said Apartment was made by the Allottee(s) by raising funds/loans against allotted Apartments as security from bankers or financial Institutions or employer, as the case maybe.
 - iii) The prevailing administrative charges are @ Rs. 150/- per. Sq. ft. and subject to change without any notice to the Allottee(s).
 - iv) The substitution/change of name in place of the Allottee(s) will be done as per the applicable law and subject to charges paid & demanded by the Divyansh Homes Pvt. Ltd. only after payment of 95% of total basic cost of apartment + gst.
 3. The Allottee(s) confirms that he/she/they has/have seen all the documents of titles and other relevant papers/ documents, agreements, arrangements entered into between the Company and SMV Agencies Pvt Ltd. & its nominee/associate companies hereinbefore stated, pertaining to the aforesaid Township and has/have fully satisfied himself/herself/themselves about the title and rights of the Company in respect of the said project, subject to all laws and undertakings given by the SMV Agencies Pvt Ltd. to the Government/GDA.
 4. The Allottee(s) has/have agreed and accepted the proposed plans, designs, specifications, which are tentative and subject to variations, modifications, alterations in the layout plan/building plans, designs, therein as may be deemed necessary or may be required to be done by the company in accordance with the Government/Development Authority or any other local authority or body having jurisdictions. The permissible FAR shall be as per the prevailing Building Bye laws of the Development Authority which comprises of limited nos. of the apartments/units in proportionate to the

population density. Thereafter additional purchasable FAR, Compoundable FAR and green building FAR etc. will be permissible time to time as per the Authority's regulations. The company can make any type of change in layout/ elevation/design,/alteration in open area or parking space etc. as and when required and deemed fit by the company and by signing this allotment and terms & conditions, all time consent of the allottee(s) shall be presumed for all has been stated herein. The dimensions shown in the brochures, maps or any other documents are indicative. The map attached to this allotment letter in metric system and shown in mm are final and binding.

5. The construction of the Apartment is likely to be completed by 01st June 2022 or within further extended period of six month for fit-outs, however subject to force majeure circumstances, regular and timely payments by the Allottee(s), availability of building material etc, change of laws by Governmental/ local authorities etc. No claim by way of damage, compensation shall lie against the **Company** in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the **Company**.
6. In case the **Company** is unable to construct the Apartment within aforesaid stipulated time or within further extended period of six months from the aforesaid stipulated time whichever is later subject to aforesaid reasons, the **Company** will compensate the Allottee(s) for delayed period @Rs.10/- per sq.ft. per month, provided the Allottee(s) has/have paid all the installments on time. On the other hand if the Allottee(s) fails to take the possession of the Apartment within 45 days from the date of asking him/her/them to take the possession, Allottee(s) shall pay @ Rs.10/- per sq.ft. per month to the **Company** for the period the Allottee(s) delays in taking possession.
7. That any alternation / modification as the company deem fit or as directed by any competent authority(ies) resulting $\pm 3\%$ change in the total area including Terrace/Balcony of the apartment, there will be no extra charge/ claim by the company. Also the allottee(s) shall not be entitled for any refund; However any major alternation/ modification resulting in more than $\pm 3\%$ in total area including terrace/balcony of the apartment any time prior to and upon the possession of the apartment, the company will intimate to the allottee(s) in writing about the changes thereof and the change in the enhanced cost of apartment. The allottee(s) have to pay that amount to the company. The allottee(s) have to give his /her /their consent or objection within 30 days from date of such notice, In case the allottee(s) doesn't give consent and objects for such change, the allotment shall be cancelled and the company will refund the entire money received from the allottee (s) without any deduction and with interest @ 12 % simple interest per annum. No other claim of the allottee (s) shall be considered in this regard.
8. Any request for any change in construction of any type in the Apartment from the Allottee(s) will not be entertained / allowed.
9. The Allottee(s) is aware that Apartments are being allotted to various persons under terms and conditions mentioned in this letter. The Allottee(s) agrees that he/she/they will use the said Apartment for residential purpose and shall not use the aforesaid Apartment for any other purpose which may or is likely to cause nuisance to Allottee(s) of other Apartments in the Township or to crowd the passages to use it for any illegal or immoral purpose. The Allottee(s) shall not store any hazardous or polluting articles/substances in the said Apartment.
10. The Allottee(s) also understand that the consideration does not include the cost of electric meter. which will be installed by the Company at the time of possession after paying the due amount charges for electricity connection.
11. The allottee (s) also agreed to pay the additional cost incurred due to any subsequent Legislation/Government order or directives any additional fire safety measures are undertaken, then the Allottee(s) agrees to pay the additional expenditure incurred thereon on a pro-rata basis along with other Allottee(s) as determined by the company in its absolute discretion. If due to any agitation or any demand raised by GDA or by any court, then the Allottee(s) agree to pay the additional expenditure incurred thereon on a pro-rata basis along with other Allottee(s) as determined by the company in its absolute discretion. Allottee(s) also agrees that it shall not hold the company responsible for any delays that might be caused due to above mentioned issues or due to any agitation beyond the control of the Company or any court order related thereto.
12. a) Single point electric connection will be taken for the Township from PVVNL or any other source and will be distributed through separate meters to all Allottee(s) through prepaid system. Electricity consumption charges will be as per PVVNL / Jaipuria Sunrise Greens norms and line loss.

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

(c) Charges for installation of the power Backup and whole distribution system will be charged @ Rs.20000/- per KVA and shall be given by the Allottee(s) to the Company immediately, at the time of offer of possession. All charges shall be subject to GST and other applicable taxes, cess and shall be paid by the Allottee(s).

The allottee(s) may kindly ensure to have given his/her/their consent in writing at the time of application, as no request for extra power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession. The Allottee (s) has/have to sign a "Power Backup Agreement" with the Company or its Nominee as appointed by the Company at the time of possession of the Apartment.

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

13. The Allottee(s) shall have to make the payment in time of all the bills on account of electricity or any other charges etc. as demanded/raised to the company or its nominated agency or to the concern authorities.
14. It is hereby agreed, understood and declared by and between the parties that the sale deed/registry shall be executed and registered in favor of the Allottee(s) after the Apartment has been fully and finally constructed at the site, after receipt of the total sale consideration and other charges, agreed herein, by the Company and other connected expenses i.e. cost of Stamp Duty for registration of the sale deed / registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges, which shall be borne and paid by the Allottee(s).
15. The Allottee (s) has/have to sign a "Maintenance Agreement" with the Company or its Nominee as appointed by the Company at the time of possession of the Apartment. The Allottee(s) has/have also agreed to pay the maintenance charges of the said Apartment to the Company or its nominee, as appointed by the Company. On the club become functional, keeping in view the general requirement of its members, the quantum of facilities available in the club and other incidental factors effecting running and maintenance, the Allottee(s) shall pay annual subscription charges and other charges as prescribed from time to time and also abide by rules and regulations formulated by the company or its nominee for proper management of the club. The Allottee(s) will deposit @ Rs.25/- per Sq. feet on total area of apartment as interest free Non-Refundable Security Deposit with the Company or its nominee, as appointed by the Company immediately after offer of Possession.
16. The maintenance charges shall become applicable/payable after thirty days from the date of issue of notice of possession, irrespective of whether physical possession has been taken or not. The Allottee(s) shall pay and clear all dues at the time of offer of possession. In addition, an interest free maintenance security (hereinafter referred as IFMS) deposit @Rs. 25/- per sq ft. of the Total area shall be paid by the Allottee(s) to the company on offer of possession for fit-outs, Further the general monthly maintenance charges @Rs. 2/sqft on total area of apartment shall be payable in advance by the Allottee(s) to the Company/Maintenance Agency of a period of 12 months, deemed to commence from one month after the letter of offer of possession for fit-outs. Upon the expiry of said period of 12 month, the same shall be payable by the Allottee(s) on monthly basis and will be charged through the electric meter. The maintenance charges per sq ft.(for total area of apartment) shall be fixed at the time of offer of possession for fit-outs.
17. In addition to aforesaid maintenance charges, the Allottee(s) shall also be liable to pay to the Maintenance Agency/Company the applicable township maintenance charges as may be determined by the maintenance Agency/Company for maintaining various services/facilities in the Township such as, but not limited to, street lighting, maintenance of external sewer, garbage disposal and scavenging of streets and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the government or a local body for maintenance, as per the prevailing rates for the township maintenance as per the Maintenance Agreement, which at present the standard township maintenance charges shall be 20% (twenty percent) of the prevailing maintenance charges of the Apartment but can be revised.

18. The maintenance, upkeep, repairs, security etc, of the Building including the common area of the building will be organized by the Company or its nominee. The Allottee(s) agree(s) and consents to the said arrangements. The Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominee from time to time depending upon the maintenance cost. Any delay in payments will make the Allottee(s) liable for interest @24% per annum. Non- payment of any of the charges within the time specified shall also disentitle the Allottee(s) to the enjoyment of common services, use of lifts and use of water etc. The Allottee(s) consents to this arrangement whether the building is transferred to other Body Corporate and shall continue till such time as the Company terminates the arrangement.
19. That after deducting the securities deposited by the company/developer for the electricity connection, water and sewer connection etc will be handed over to A.A.O. (Association of Apartment Owners) at the time of handing over the maintenance and common area of the project.
20. That at the time of handing over the maintenance of the project to the A.A.O., all the unsold spaces and areas which area not falling the part of common area shall continue be the property of the company and all rights are reserved with the company for the said areas.
19. The Allottee(s) agrees to pay on demand taxes of any kind whatsoever, whether levied now or in future on land and/or Apartment (s) as the case may be, from the date of allotment of the Apartment and so long as each Apartment is not separately assessed or such taxes for the land and/or building (s)/tower (s), same shall be payable and be paid by the Allottee (s) in a proportion to the area of his/her/their Apartment(s). Such apportionment shall be made by the company or any other agency as appointed by the Company, as the case may be, and the same shall be conclusive, final and binding upon the Allottee (s).
21. The Allottee(s) shall permit the Company or their representatives when so required to enter his/her/their Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the Company/Allottee(s). In case of an emergency, such right of entry shall be immediate.
22. That the allottee(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right, the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the purchaser or any family member/friend accompanying him/her.
23. That the allottee & co-allottee (if any) will have equal share in the apartment and in case of death of any of them, the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or where a dispute arises between the allottee(s), allotment will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged. The dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months there after the company can cancel the said booking/allotment and the applicant(s)/ allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancelation there will be a deduction of 10% of the basic cost of the apartment. For the refund in an above said case, consent of both applicant/allottee shall be necessary otherwise the amount shall be refunded in equal share between all the applicant/allottee(s).
24. That the installments of payment of the apartment will be due at the intervals as per prescribed payment plan(s) mentioned in this allotment letter and opted in the application form. The payment of due installment first of all shall be adjusted towards the interest due if any, thereafter the remaining amount shall be adjusted in the principal amount dues, and if interest not adjusted due to any reason, the same will be charged later. In case payment is not received within stipulated period for any reason or ground or in the event of breach of any of the terms & conditions of the allotment by the allottee(s), the allotment will be cancelled and 10% of the basic cost of the apartment will be forfeited and balance amount will be refunded without interest. Although timely payment is the main essence of the allotment, however there will be a grace period for the delay of fifteen days from the due date of payment and in case the delay exceeds for more than fifteen days then there will be no grace period and compounding interest @ 12% per annum with monthly rest shall be charged from the day one. In the eventuality of a prolonged delay where the cancelation could not be made by a mistake or any other reason, in exceptional circumstances the company may in its sole discretions condone the delay in receipts of payment by enhancing the cost of the apartment as per the prevailing rates or charging interest @ 12% per annum whichever is higher.

25. The Allottee(s) may at its option raise finances or loan for purchase of the apartment. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being disbursed, sanctioned or delayed, the payment to company as per payment plan shall not be delayed by the Allottee(s) and in the event of default in payment as per the Payment Plan the Allottee(s) shall be liable for consequences including cancellation of the allotment and forfeiture of Earnest Money deposit.
26. The Allottee(s) shall not change, alter or make additions in or to the Apartment or the building / tower or any part thereof. The Allottee(s) also agree not to put up any name or sign board, neon light, publicity or advertisement material, hangings of clothes on the external facade of the building/tower or any where on the exterior of the building or in the common areas. The Allottee(s) also agree not to change the colour scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevation or design of the Apartment. The Allottee(s) shall be responsible for any loss or damage arising out of breach of any of these conditions.
27. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of any Block/Tower/Building in the said project or part thereof from the Banks/Financial Institutions after mortgaging the land/Apartments of the said project However, the sale deed in respect of the said Apartment in favour of Allottee(s) will be executed and registered free from all encumbrances at the time of registration of the same.
28. The Allottee(s) agree(s) and undertake that before or after taking possession of the Apartment or at any time hereafter, he/she/they will have no right to object the Company constructing or continuing with the construction of the other buildings adjoining to or otherwise in the building.
29. The Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demands and etc. to the Group Housing Colony/Township and also agree to comply with and carry out all the requirements, requisition, demands and repairs which are required to be complied with in regard to rules and regulations or directives of the development Authority/Municipal Authority/Government or any other competent authority in respect of the Apartment and building and the land on which the building is standing, at his/her/their own cost and expenses. Allottee(s) shall pay the same to the concerned Authorities directly or shall pay to the Company in their proportionate share on demand by the Company for the above said reasons before and after handing over the possession and the Allottee(s) shall keep the Company indemnified, secured and harmless against all cost and consequences and all damages, arising on account of non compliance with the said requirements requisitions demands etc. after possession.
30. The Allottee(s), if resident outside India shall be solely responsible to comply with the necessary formalities as laid down in the "Foreign Exchange Management Act" and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The Allottee(s) shall furnish the required declaration for the same to the Company.
31. The Company reserves the right to give on lease or hire any part of the top roof/terrace above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee(s) agree that he/she/they shall not object to the same and shall not make any claim on this account.
32. The Company shall have the right, without approval of the Allottee(s) in the building/tower, to make any alteration, addition, improvement or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartment(s) within the building and the Allottee(s) agree(s) not to raise objection or make any claim on this account.
33. The Allottee(s) shall abide by all laws, rules and regulations of the G.D.A./Local Bodies/State Govt. of U.P/Central Government and of the proposed Body Corporate, and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations before and after the completion of the Township. The Apartment shall be used for the purpose for which it is allotted.

34. The total Basic Cost of the Apartment is inclusive of one **car parking**. Scooter/ Two wheeler/Motor cycle/Cycle will be parked within the same car parking space allotted to the Allottee(s). The Allottee(s) shall not park the car/vehicle in any other place. A separate Agreement for the allotment of the Car parking will be executed between Company or its nominees and the Allottee(s).

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

35. Further, if there is any change in any type of Tax, GST and additional levies, Government Cess etc. as assessed unpaid and attributable to the Company as a consequence of Government/GDA/Statutory or other local authority(s) order, the Allottee(s), shall pay the same in their proportionate share.
36. In case any action or claim is initiated by any Authority to pay the stamp duty and if any stamp duty and other charges etc. is become payable on this Allotment Letter and any other document pertaining to this Allotment now or in future, the same shall be payable and be paid by the Allottee and the Company will not be liable to pay any part thereof.
37. Until a sale deed is executed and registered, the Company shall continue to be the owner of the said Apartment and also the construction thereon and this allotment shall not give to the Allottee(s) any rights or title or interest therein even though all payment have been received by the Company. The Company/Financial Institution/Bank shall have the first lien and charge on the said Apartment (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the Allottee(s) to the Company/Financial Institution/Bank.
38. The Allottee(s) shall give his/her complete address to the Company at the time of booking for all communications and it shall be his/her own responsibility to inform the Company by registered A/D letter/Courier/ E-mail about all subsequent changes, if any, in his/her address, failing which, all demand letters/ notices and letters posted at the first registered address/E-mail will be deemed to have been received by him/her at the time when those should primarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
39. That in case there are joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/her, which shall for all purpose be considered as serviced on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).Allottee(s) has/have agreed to this. This Allotment letter and its all terms and conditions does not constitute an Agreement to sell.
40. That the construction may be completed for possession to the date given in this allotment letter. In that case the allottee(s) shall not refuse for taking the possession on any ground whatsoever. That the allottee(s) also understands and agrees that at the time of offer of possession which may be prior to date of possession given in allotment letter, some tower may be incomplete and will be under construction. But the undergoing work in other towers will not be criteria for the allottee(s) for not taking possession of his/her flat.
41. The Allottee(s) understands and agrees that if for any reason whatsoever as mentioned in this agreement, the Company is not in a position to offer the Apartment altogether or if the project is abandoned, the Allottee(s) shall be entitled to an alternate property in case the Allottee(s) and the Company are able to mutually agree to the said transaction, else, the Allottee(s) shall be entitled to full refund to the principal Amount along with the prevailing bank interest (SBI MCLR), calculated from the date of payment of each installment, without any further claims to pay damages or any other compensation on this account.
42. That any delay on account of the authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of Company. The date of applying the completion certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date, any claim for delay in possession will be confined up to the date of applying for the completion certificate only. It is also cleared that the completion certificate in part could also be obtained after depositing the requisite fee and obtaining the NOC'S from all the concerned departments. After the expiry of 90 days from the date of applying for the completion certificate along

with all the requisite formalities and documents in case not issued/provide by the authority, it shall be deemed as issued provided in law/by laws, therefore the issuance of completion certificate shall not be a reason for denial of taking the possession.

43. That there will be defect liability period of two years as per Apartment Act 2010 Chapter II Clause 4(8), from the date of offer for possession. The defect liability shall be limited to the defect in construction of structure only however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue.
44. That the allottee(s) is /are aware That Real Estate(Regulation and Development) Act,2016 came into effect from 1ST May 2017, and State of Uttar Pradesh have already notified the rules for the states under the provisions of this act on 11th October 2016. There shall be standard "Agreement to Sale" which has to be executed and registered between developer and attotee(s) under this act. Further the allottee(s) undertake, declare, confirm that I/we shall be abide by all the terms and conditions of the allotment and "Agreement to Sale" to be executed and the allottee(s) shall also bear all the charges/cost/stamp duty of registration and execution of the "Agreement to Sale" or any other agreement to be executed in future. The allottee(s) shall also undertake all the taxes, cess , GST, Stamp Duty or charges applied by state or central government over purchase and holding of this apartment shall be borne and paid by the allottee(s).
45. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Apartment, the same shall be referred to the sole arbitration of a person to be appointed by the ' Company ', the Allottee(s) hereby confirms that he/she/ they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in District Ghaziabad (U.P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

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

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

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

For Divyansh Homes Pvt. Ltd.

First Allottee-----

Authorized signatory

Co-Allottee-----

I/We have fully read and understood the terms and conditions mentioned herein above, all shall be binding over me/us. I/We hereby give consent to that the company can make any type of change in layout/elevation/design, coverage area, common area,

limited common area besides alteration in open space etc. May/our consent will be presumed as all time written consent for the same.

First Applicant :-

Name

Signature

Please affix your
Photograph
Here

Second Applicant :-

Name

Signature

Please affix your
Photograph
Here

Sales Manager :-

Name

Signature with Rubber Stamp

Director :-

Name

Signature with Rubber Stamp

Construction linked Payment Plan	
IFMS, Electricity Connection and Power Backup will be charged at the time of offer of possession	
Stage of Payment	% of Basic Cost+GST
At the time of Booking	10%
Within 45 days from the date of Booking	10%
On Completion of Rafting	10%
At the time of Upper of basement Casting	10%
At the time of 2 nd Floor Casting	10%
At the time of 6 th Floor Casting	10%
At the time of 9 th Floor Casting	10%
At the time of 15 th Floor Casting	7.5%
At the time of 20 th Floor Casting	7.5%
On completion of Structure	10%
At the time of offer of possession	5%
<p>* Date of Completion : 01 June-2022</p> <p>* GST as applicable.</p> <p>* Price list & Payment Plan can be changed without notice.</p> <p>* Demand will be raised as per completed construction stage.</p> <p>* Interest Free Maintenance Security Deposit at the time of offer of possession Rs.25/-per sq.ft.</p> <p>* Electricity connection at the time of offer of possession @ Rs15000/- per KW.</p> <p>* Power Backup at the time of offer of possession @20000/- Per KVA</p>	

Specifications

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

STRUCTURE

Earthquake resistant R.C.C. framed structure certified by IIT.

FLOORING

Vitrified tiles in drawing room, Kitchen and Bedrooms, Ceramic tiles in Balconies and Bathroom

DOORS/ WINDOWS

All external door and window frames in powder coated aluminium/UPVC, internal door frame of Maranti or equivalent wood, internal door made of painted Flush shutter or Skin Moulded Door Shutter, Good quality hardware fitting

KITCHEN

Granite working platform with 2ft. High glazed ceramic tiles above it with stainless steel sink.

WATER SUPPLY

Underground and overhead water tanks with pumps for 24 hours uninterrupted water supply.

TOILETS

Ceramic tiles in pleasing colours on walls up to door level. European W.C.'s wash basins & cisterns in white shade.

INTERNAL FINISH

Finished wall and ceiling with OBD in pleasing Shades

EXTERNAL FINISH

Excellent weather proof finish in pleasant shades

ELECTRICAL

ISI copper wiring in P.V.C. concealed conduit. Provision for adequate light and power points with protective MCB Sported Circuit

Security and Intercom

Wiring for intercom on each flat

