

VEDANTAM
ALLOTMENT LETTER

Dated.: _____

To _____



(Sole/First Applicant)



(Co-Applicant)

Dear Sir/Madam,

This is with reference to your Application No. _____ dated _____ with M/s Radicon Infrastructure & Housing Pvt. Ltd. having its Corporate Office B-64, Sector-67, Noida-201 301 (hereinafter) referred to as the company for allotment of a residential Apartment in GH-01B, Sector-16C, Greater Noida. (U.P.)

We are pleased to inform you that we have allotted you an Apartment in "Vedantam" project situated at GH-01B, Sector-16C, Greater Noida as per details below.

This allotment is subject to the terms and conditions detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document.

• **APARTMENT DETAILS**

Type _____ Apartment No. _____, Floor: _____, Block: _____; Leasable Area: _____ Sq.ft.

Super Area: _____ Sq.ft. situated in "Vedantam" on Plot GH-01B, Sec -16 C

(hereinafter referred to as "The Apartment")

• **BASIC PRICE**

Rs. _____

(Rupees _____)

• **PAYMENT PLANS**

Booking Amount: _____ Rs. _____

paid Receipt No.: _____ Dated: _____

(The Allotment Letter is subject to realization of the booking amount cheque/draft.)

Company

(1)

Allottee(s)

Project : Vedantam

Payment Plan : DOWN PAYMENT PLAN

- | | | |
|---|---------------------------|--|
| 1 | At the time of Booking | 15%* |
| 2 | Within 45 days of Booking | 85%* |
| 3 | At the time of Possession | Rs. 100/-per sq.ft |
| | | (*of total basic cost - Rs. 100/-per sq.ft.) |

Project : Vedantam

Payment Plan : FLEXI PAYMENT PLAN

- | | | |
|---|-----------------------------------|--|
| 1 | At the time of Booking | 10%* |
| 2 | Within 45 Days of Booking | 30% * |
| 3 | At the time of PCC | 10% * |
| 4 | At the time of 2nd floor Casting | 10% * |
| 5 | At the time of 5th floor Casting | 10% * |
| 6 | At the time of 8th floor Casting | 10% * |
| 7 | At the time of 11th floor Casting | 10%* |
| 8 | At the time of 14th floor Casting | 10%* |
| 9 | At the time of Possession | Rs. 100/-per sq.ft |
| | | (*of total basic cost - Rs. 100/-per sq.ft.) |

Note : Service Tax as applicable will be payable extra with each payment.

Company

(2)

Allottee(s)

Project : Vedantam

Payment Plan : CONSTRUCTION LINK PLAN

1	At the time of Booking	10%*
2	Within 45 days of Booking	15%*
3	Within 90 days of Booking	10%*
4	At the time of Ground Roof Casting	10%*
5	At the time of 1st floor Casting	10%*
6	At the time of 2nd floor Casting	10%*
7	At the time of 5th floor Casting + Brickwork	10%*
8	At the time of 8th floor Casting + Plaster	10%*
9	At the time of 11th floor Casting + Flooring	10%*
10	At the time of 14th floor Casting	5%*
11	At the time of Possession	Rs. 100/-per sq.ft
(*of total basic cost - Rs. 100/-per sq.ft.)		

Note : Service Tax or any other Govt. Tax as applicable will be payable extra with each payment.

TO BE PAID AT THE TIME OF POSSESSION :

A Area x Rs. _____ per sq. ft. : Rs. _____

B Any Other Tax (If Applicable)

Possession of the Apartment will be given within 36 months from the date of Bhoomi Poojan / Sanction of Plan /clearance from Authority whichever is later subject to the receipt of entire Basic Price, extra charges, registration charges and any other charges as may be intimated by the Company.

Further, the possession of the Apartment will be given after the execution of the Sale Deed/Sub Lease Deed in favor of the allottee/s.

Note:

Extra charges, which are over and above the basic price as mentioned in various clauses of this Allotment Letter shall become payable within 30 days from the date of demand.

The installment call notice given by the Company shall be to the effect that installment has become due as stated above shall be final & binding. It is also made clear that timely payment of all installments is essence of this allotment.

Company

Allottee(s)

part and parcel of flat buyer agreement (unit
ntam' project Situated at Plot No-GH-01B, Sector -16C,
P), developed by **Radicon Infrastructure & Housing Pvt**
ers do solemnly affirm and agree as under;

We the Allottee(s) further hereby agree and undertake th
e no objection to the change in layout plan and the building
m, plot no.- GH-01B, sector-16C, Greater Noida caused d
circumstances and the Company may as its option get th
/ sanctioned plan revised or sanctioned a fresh so as to ex
additional FAR, increase the height of tower, increase the n
nstruction of podium in accordance with plan sanctione
t authorities as per the applicable bye-laws, rules, regula
I hereby agree to give my consent to change the
m as may be sanctioned/ revised by the competent authori

TERMS & CONDITIONS

WHEREAS Jyotirmay Infracon Private Limited, a Company incorporated in India having its Registered Office at GF-25 A, Indra Prakash Building, 21, Barakhamba Road, New Delhi-110001 and Corporate Office at Off No. 1210, 2nd Floor, Tower A, A-41, Corenthum, Sector-62, Noida (UP) (hereinafter referred to as "Jyotirmay Infracon"), a Special Purpose Company (hereinafter referred to as "SPC") of **Radicon Infrastructure & Housing Pvt. Ltd.**, a Company incorporated in India having its Registered Office at GF-25 A, Indra Prakash Building, 21, Barakhamba Road, New Delhi-110001 and Corporate Office at B-64, Sector-67 Noida - 201 301(UP) (hereinafter referred to as "Company" or "Developer" or "Radicon") has acquired the plot of land admeasuring 20,005 Sq. Mtr. being Plot No. GH-1B, Sector, 16C, Greater Noida, U.P. (hereinafter referred to as 'said Plot') on lease for a period of 90 years from Greater Noida Industrial Development Authority (GNIDA) under a Lease Deed dated 18/10/2010 which has duly been registered with the office of Sub-Registrar, Greater Noida, Gautam Budh Nagar and has taken physical possession of the said Plot from GNIDA.

AND WHEREAS Jyotirmay Infracon, an SPC of Radicon has entered into Development and Marketing Agreement with Radicon in terms of which Radicon has the sole rights to Develop and Market the project on the said land. Radicon has planned to develop the project named as "Vedantam" on the said Plot as per the building plans approved by GNIDA.

AND WHEREAS Radicon is authorized for construction of Group Housing on the said Plot and also entitled to allot the dwelling units on sub lease basis to their Allottee(s) and also provide space for certain facility.

AND WHEREAS the intending Allottee(s) has/have seen the title documents and other relevant papers between GNIDA and Jyotirmay Infracon pertaining to the said plot and has/have fully satisfied himself/herself/themselves about the title, rights and interest of Jyotirmay Infracon, the SPC of Radicon in respect of the said plot subject to all laws and undertaking given by the Company to GNIDA. Radicon has the sole rights to develop and construct the Apartments on the said Plot and has also right to allot the Apartments of different sizes and dimensions in favor of their Allottee(s) vide the Development and Marketing Agreement entered into by the Company with its SPC, Jyotirmay Infracon. The rules and regulations, laws applicable to the said plot, terms and conditions of sale/allotment of properties contained in the said plot, obligations and limitations of the Allottee in respect thereof have been explained by the the company and understood by the Allottee and there shall not be any objection by the Allottee in this respect in future. The Allottee acknowledges and confirms that the company has readily provided all information/clarification as required by him and he has relied solely on his own judgment and investigation in deciding to enter into this Agreement and to purchase the apartment. The Allottee is also aware and acknowledges that the company has entered or shall be entering into separate agreements with other persons interested in acquiring various other properties in the said plot that may be adjacent to / adjoining the apartment desired to be purchased by the Allottee or elsewhere in the said group housing. The company has further clarified to the Allottee that this Agreement is confined and limited in its scope only to the apartment agreed to be purchased by the Allottee.

AND WHEREAS saving and excepting the particular Apartment allotted, the intending 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 allotted as an independent Apartment as per the prevailing bye laws. The Allottee(s) shall not be permitted to construct any thing on the terrace. 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.

SINCE IT IS a large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all phases. It is categorically stated and so understood by the Parties herein that the transfer of the apartment, under construction, in favor of the Allottee will only be on completion of the construction of the "Vedantam" in all respect and thereafter by executing and registering a sale deed in respect thereof subject to this agreement. As such the Allottee(s) must take the possession of the apartment as soon as it is made available for the possession. The Allottee agrees that until Sale Deed is executed & registered, the **Company** shall continue to be the owner of the said Flat.

Company

(5)

Allottee(s)

AND WHEREAS there would be no price escalation for the booked apartment.

AND WHEREAS the allottee understands that this document is not an agreement to Sub Lease /Title. At this stage, there are a number of contingencies and uncertainties. The intending Allottee(s) is/are aware of and has/have knowledge that the proposed plans of multistoried building/tower/block are tentative and agreed that the Company may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the Company or GNIDA or any other Local Authority or Body having jurisdiction.

AND WHEREAS after fully satisfying himself/herself/themselves the Allottee(s) has/have agreed to acquire from the Company a residential apartment to be constructed in the multi-storied buildings/towers/blocks on the said Plot to be known as "Vedantam". The Leasable Area is subject to change up to the maximum limit of $\pm 5\%$ which is chargeable /refundable at the same rate.

AND WHEREAS the Company has allotted the said Apartment in multi-storied buildings/towers/blocks in the said Project known as "Vedantam" on the said Plot to the Allottee(s) and the allottee(s) has/have agreed to acquire the same.

AND WHEREAS the lease consideration is for the total area of the said Apartment, as mentioned herein above property known as "Leasable-Area", which comprises the build up area (including walls), areas under walls, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances and the exits of the building, passages in parking ways of Basement & Stilt floor, Ramps of Basements, water supply arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said Apartment. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights excepting what have been mentioned above including easement rights and to carry out further constructions in case of any change in the F.A.R. club, open spaces, parks, parking (excepting what has been allotted to the Allottee(s) by this letter) or public amenities, shopping centers and other facilities and amenities will be the sole ownership of the Company, who will have the authority and power to use and/or transfer the same in any manner whatsoever.

1. (a) That in case the allottee(s) wants to avail a loan facility from any bank/financial Institution or his employer to facilitate the acquiring of the Apartment applied for, the Company shall facilitate the process subject to the following:

(i) The terms of the Bank/financing agency/employer shall exclusively be binding and applicable upon the allottee(s)

(ii) The entire responsibility of getting the loan sanctioned and disbursed will exclusively be on the allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the due payment to the Company, as per schedule, shall be ensured by the allottee(s), failing which the allottee(s) shall be liable to pay interest @ 24% per annum for the delayed period.

(b) Installments due towards payment of the Apartment will be made to the Company on or before the due date as mentioned in the payment plan herein above along with service tax as applicable with effect from 1/7/2010. 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 their opted Payment Plan, 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 of the Apartment will be forfeited and balance amount (if any) will be refunded without any interest.

c) If for any reason the booking of the Apartment is cancelled by the Allottee(s), then 10% of the Basic price of Apartment will be forfeited and balance amount (if any) will be refunded without any interest.

d) Installment Call Notice/Demand letter if issued by the **Company** to the effect that installment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this allotment.

Company

(6)

Allottee(s)

e) In exceptional circumstances, the **Company** may, in its sole discretion condone the delay in payment, by charging interest @24% per annum. In the event of the **Company** waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter Allottee(s).

f) The Allottee hereby agrees to pay additionally as preferential location charges as stated in the Payment Plan and in a manner and within the time as stated therein. However, the Allottee has specifically agreed that if due to any change in the layout plan, the apartment ceases to be in a preferential location, the Developer shall be liable to refund only the amount of preferential location charges paid by the Allottee, and such refund shall be adjusted in the last installment as stated in the Payment Plan. If due to any change in the layout plan, the Said House becomes preferentially located, then the Allottee shall be liable and agrees to pay additional preferential location charges as applicable and demanded by the Developer.

2. The Allottee(s) has/have agreed that for the purpose of calculating the sale price of the said Apartment the loadable area shall be the super area, inclusive of the area under the periphery walls, area under columns and walls, cupboards, plumbing shafts adjoining the said Apartment and balconies plus proportionate share of the service areas to be utilized for common use and facilities only.

3. (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) will be attracting 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/ financial Institutions or employer.

(iii) The substitution/change of name in place of the Allottee(s) will be done as per the applicable law and subject to charges as demanded by the **Company**.

4. The said project/complex shall always be known as "Vedantam" and this name shall never be changed by the Apartment buyer or any body else. The name of the said complex and the Promoters/ The company's name shall always be displayed at a prominent place near the lobby or entrance hall or gate of the Complex.

5. The Apartment's Building plans are provisional and tentative and such are subject to change at the instance of the sanctioning authorities or the **Company** and changes can be made during the course of construction without any objection or claim from the Allottee(s).

6. 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 as the **Company** may deem fit or as directed by any competent authority(ies) and the allottee(s) hereby give his/her/their consent to such variations, modifications etc.

7. The construction of the Apartment is likely to be completed in 36 months from the Date of Booking/ Sanction of Plan from the authority subject, however, 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 the possession on account of the aforesaid reasons or any other reasons beyond the control of the **Company**.

8. 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.5/- per sq.ft. per month in respect of leasable area, provided that Allottee(s) has/have

Company

Allottee(s)

paid all payments or the installments in stipulated time as per their opted payment plan. 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, the apartment shall lie at the risk and cost of the Allottee and the company shall have no liability or concern in respect thereof. Further, it is agreed by the Allottee that in the event of its failure to take over the apartment in the manner as aforesaid, the Developer shall have the option to cancel the allotment of the said apartment under this Agreement, or the Developer may, without prejudice to its rights under any of the clauses of this Agreement and at its sole discretion, decide to condone the delay by the Allottee in taking over possession of the said apartment in the manner as stated in this clause, on the condition that the allottee(s) shall be liable to pay watch and ward charges @Rs. 5/- per sq. ft. per month in respect of leasable area for the period the allottee(s) delays in taking possession.

9. It is hereby agreed between the parties that if there is either reduction or increase in the leasable area of the said Apartment or its location, no claim, monetary or otherwise will be raised or accepted except that the agreed rate per sq. ft and other charges will be applicable for the changed area i.e. at the same rate at which the Apartment was booked and as a consequence of such reduction or increase in the leasable area, the Company shall be liable to adjust or refund without interest only the extra price or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.

10. Any request for any change in construction of any type in the Apartment from the Allottee(s) will not be entertained/allowed.

11. The Allottee(s) is/are aware that Apartments are being Allotted to various persons under certain terms and conditions mentioned in their Allotment letters. The Allottee(s) agrees that he/she/they will use the said Apartment for residential purpose and shall not use the said Apartment for any other purpose which may or is likely to cause nuisance to Allottee(s) of other Apartments 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.

12. a. Single point electric connection will be taken for the said Project from PVVNL/UPPCL 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/UPPCL norms and line loss.

b. Charges for installation of the electric meter and whole distribution system shall be payable immediately by the Allottee(s) as decided by the Company.

13. The Allottee(s) shall have to make the payment in time as per his/her/their payment plan opted and shall have to make the payment as pre payment system for electricity, maintenance charges and/ or any other charges etc. to the Company or its nominated agency or to the concern authority.

14. That the Sub Lease Deed/Title Deed of the said Apartment shall be executed in favor of the Allottee(s) after making the entire payment and dues. The possession of the said Apartment will be given after execution & registration of the Sub Lease Deed/Title Deed.

15. That the Allottee(s) shall get the exclusive possession of the built up area of his/her/their allotted Apartment and will be transferred the title of this area as per prevailing bye laws in the land/building/block on which the said Apartment is situated. The Allottee(s) shall have no right, title or interest on remaining part of the Complex such as Corridors, stair case & lobby, lift area, approach road etc. These and the land of the other common facility shall remain the exclusive property of the Company.

16. It is hereby agreed, understood and declared by and between the parties that the sub lease Deed/Title Deed/Registry (in the form and format as prescribed by the Greater Noida Authority) shall be executed & registered in favor of the Allottee(s) after the Apartment has been fully and finally constructed at the site, after receipt of the total consideration and other charges, agreed herein, by the Company and other connected expenses i.e. cost of Stamp Duty for registration of the Sub lease Deed/Title Deed/Registry, registration charges/fees, miscellaneous expenses and Advocate legal fees/charges, which shall be borne and paid by the Allottee(s).

Company

(6)

Allottee(s)

17. The Allottee(s) has/have to sign a "Maintenance Agreement" with the Company or its Nominee as appointed by the Company before or 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.

18. The maintenance, upkeep, repairs 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 @18% per annum. Non-Payment of any 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 this arrangement.

19. The Allottee(s) shall be liable to pay all taxes, service tax, trade tax, cesses, metro cess, Turn over tax, VAT, charges and assessment of any description, imposed by GNIDA and any other Authority empowered in this behalf on the said Plot, either such charges are imposed on the said Plot or on the building constructed and Apartment thereon, from time to time.

20. The Allottee(s) agrees to pay on demand taxes of any kind whatsoever, whether levied now or in future on the said Plot of 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) block (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. The Allottee(s) shall not change, alter or make additions in or to the Apartment or the building/tower/block or make 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/block or any where on the exterior of the building or in the common areas. The Allottee(s) also agree not to change the color 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 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.

23. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction on the said Plot or part thereof from the Banks/Financial Institutions after mortgaging the said Plot where the Apartments including the said apartment is situated. However, the Sub Lease Deed/Title Deed of the said Apartment in favour of Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.

24. The Allottee(s) agreed 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/towers/blocks adjoining to the building where the said Apartment is situated.

25. The Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demands and etc. in respect of the apartment on the said plot. The Allottee/s shall be solely responsible and liable for violation if any of the provision of the law of the land and applicable rules, regulations or direction by any Competent Authorities/Departments/Court and the Allottee/s shall indemnify the Company for any liability and/or penalty.

Company

Allottee(s)

26. In case the Central Government, State Government or any other Local Authority, Department imposes any service tax, trade tax, property tax, house tax, water tax, sewer tax, rates, charges, fee, cess, levy, metro cess etc upon the said land of Group Housing Plot and construction thereupon will be the liability of the Allottee/s to pay the same in proportion to their area of the said Apartment and in case any such demand of above mentioned taxes is/are paid by the Company, the proportionate amount thereof will be payable and be paid by the Allottee/s and any default by the Allottee/s in making such payment in time would constitute a lien upon the said Apartment.

27. The Company reserves the right to give on lease/sub 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.

28. The Company shall have the right, without approval of the Allottee(s) in the building/tower/block 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.

29. The Allottee(s) shall abide by all laws, rules and regulations of the GNIDA/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 Project on the said Plot. The Apartment shall be used for the purpose for which it is allotted.

30. The Company reserves the right to correct, modify, amend, change the plans/specifications which are indicated to be tentative and the Allottee(s) agree(s) for the same.

31. A separate Agreement for the Allotment of the Car parking will be executed between Company or its nominees and the Allottee(s). Allotment of one car parking per Apartment is mandatory.

32. That a Club facility is proposed to be provided in the said complex. The Allottee(s) shall be made a member of the club for which membership fee (non-transferable) shall be payable by the Allottee/s in order that the club is kept fully functional for the benefit and enjoyment of the allottee(s) in the same complex, it is mandatory for allottee(s) to become a member. The allottee(s) agrees to the same and to pay subscription charge/fee on monthly basis in advance to the Company or its nominee(s). The Club shall be managed by the Company and/or its nominee(s).

33. That all taxes such as House Tax, Water Tax, Sewerage Tax, electricity charges or any other Taxes or charges to the Concerned Authority, Department, GNIDA and to the Company, shall be payable and be paid by the Allottee(s).

34. In case any action or claim is initiated by any Authority/Court 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(s) and the Company will not be liable to pay any part thereof.

35. Further, if there is any trade Tax and additional levies, Rates, Taxes, Charges, Compensation to the farmers, Government Cess, Metro Cess and fees etc. as assessed and attributable to the Company as a consequence of Government/GNIDA/Statutory or other local authority(s) order, the Allottee(s), shall pay the same in their proportionate share, if any.

36. Until a Sub Lease Deed/Title Deed in respect of the said Apartment is executed & registered, the Company shall continue to be the owner of the said Apartment and this allotment shall not give to the Allottee(s) any rights or title or interest therein

Company

Allottee(s)

even though all payment have been received by the company. The Company/Financial Institution /Bank/Employer 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/of that may hereafter become due and payable by the Allottee(s) to the Company/Financial Institution(s)/Bank(s)/Employer.

37. The Allottee(s) shall give his/her complete address to the Company at time of booking for all communications and it shall be his/her own responsibility to inform the Company by registered AD letter/Courier about all subsequent changes, if any, in his/her address, failing which, all demand letters/ notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should primarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.

38. 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 service on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s) and the Allottee(s) has/have agreed to this. This Allotment letter and its all terms and conditions does not constitute an Agreement to sell.

39. Any express or implied waiver by the Developer of any default shall not constitute a waiver of any other default by the Allottee or a waiver of any of the Developer rights. All original rights and powers of the Developer under this Agreement will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the Developer, and the Developer shall not be deemed to have waived any of its rights, or any provision of this Agreement, or any notice given hereunder, unless such waiver be provided in writing by Developer, and any waiver by the Developer of any breach by the Allottee of the Agreement, shall not be deemed a waiver of any continuing or recurring breach by the Allottee of the Agreement.

40. That all the terms & conditions of the allotment/Lease Deed of the said plot in favour of the Company by GNIDA as the case may be, will be mutatis mutandis applicable to the Allottee(s).

41. The Allottee(s), if resident outside India, shall be solely responsible to comply with the requirement as laid down in the Foreign Exchange Management Act, 1999 and other applicable laws including that of remittance of payment(s) and obtaining permission as prescribed by law for acquisition of property in India. The Company will not be responsible or liable for any concealments or violations in this respect by the Allottee(s). A declaration and other required documents to that effect will be furnished by the Allottee(s).

42. 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 New Delhi, 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 New Delhi and the Courts subordinate to it at New Delhi shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

Dated:
Place: Noida.

For Radicon Infrastructure & Housing Pvt. Ltd.

Authorised Signatory

(Allottee)

Company

(11)

Allottee(s)

SPECIFICATION SHEET

- | | | |
|--------------------|---|--|
| 1. STRUCTURE | : | Earthquake resistant structure as per the norms and approved from IIT or equivalent. |
| 2. FLOORING | : | Vitrified tile flooring in all Rooms. |
| 3. INTERIOR | : | All internal walls Plastered and painted with pleasing shades of O.B.D in Drawing Room/Dining and Bedrooms. |
| 4. KITCHEN | : | Ceramic Glazed Tiles upto 2 feet height above counter.
Pre-Polished Granite platform with stainless steel sink. |
| 5. TOILETS | : | Designer ceramic tiles upto door level. All tapes chrome plated ISI Mark, Wash basin, W.C. in all toilets, provision for Hot & Cold Water System. |
| 6. DOORS & WINDOWS | : | All external door's & window's chaukhats with Powder Coated Aluminum or equivalent. Decorative doors with hardwood at main entrance & rest decorative flush doors duly polished/painted. |
| 7. ELECTRICALS | : | Copper concealed wires in all the Bedrooms/Drawing/Dining, Toilets & Kitchen. Modular Switches/Sockets in all Bedroom, Drawing, Dining & Kitchen. Provision for Intercom facility. |