

Allotment Letter



**Change life into Luxury . . .
It's time.**





Allotment Letter

Proposed Flat at “**VICTORYACE**” to be
 Built at **Plot No. GH-02, Sector-143, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh.**

Dated

Subject: Allotment of Flat in “**VICTORYACE**”

In reference to your application dated..... with **M/s Dream Procon Pvt. Ltd.**, we are glad to allot you a Flat No....., “**VICTORY ACE**”, situated at **Plot No. GH-02, Sector – 143, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh** as per detail below, vide this letter of Allotment No.

This allotment is subject to fulfillment of terms and condition as detailed below which shall prevail over all other terms and conditions given in sales documents as well as supersedes all previous communication, advertisement, brochure, price list or any other document. This cancels all previous Allotment Letters, if any issued against this Allotment/Flat.

(A). Detail of Flat Allotted :

Tower No./Block	Floor	Flat No.	Type	Super Area		Built up Area	
				Sq.mtr	Sq.ft.	Sq.mtr	Sq.ft.

(B). Detail of Allotee(s):

1. For Individual/Joint Purchasers

(i). The First/Sole Allotee :

Mr./Mrs./Ms
 S/W/D of.....
 Nationality..... Age Years
 Address.....
 Email ID:
 Telephone No. Mobile
 Fax..... PAN No.

(ii). Second/Joint Applicant/Allotee:

Mr./Mrs./Ms
 S/W/D of.....
 Nationality..... Age Years
 Address.....
 Email ID:
 Telephone No. Mobile
 Fax..... PAN No.

Allotee

Company.....

2. For Partnership Firms

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

3. For Companies

** M/s..... a Company registered under the Companies Act.1956, having its registered office atthrough its duly authorized signatory Sh./Smt..... authorized by Board Resolution dated (herein after referred to as the "Allottee(s)" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its administrators, successors in interest, nominees and permitted assigns) of the OTHER PART.

(C). Consideration Details

S.No.	Particulars	Rate	Area/Particulars Amount (Rs.)
A.	Basic Cost		Sqft./Sq.mt
(i)	Basic Price		
(ii)	View PLC		
(iii)	Floor PLC		
	Total (A)		
B.	Other Charges		
(i)	One Time Lease Rent		
(ii)	External Electrification Charges		
(iii)	Fire Fighting Charges		
(iv)	External & Internal Development Charges		
(v)	Covered Car Parking		
(vi)	Club Membership		
(vii)	Power Backup Installation Charges.(upto 1 kva)		
(ix)	IFMS		
(x)	Other if any		
	Cost of Flat (A+B)		

Note : Service Tax(s) is not included in cost of Flat and will be payable on total cost of Flat as applicable from time to time. Please pay the installment after addition of service tax(s).

4. COMPANY'S REPRESENTATIONS:

a. WHEREAS The Dream Procon Pvt. Ltd. has acquired the rights to allot the flats by virtue of Joint Development Agreement and registered GPA dated 23.10.2013 executed by authorized person, duly authorized by Board Resolution dated 07.03.2013 passed by company **M/s Logix City Developers Pvt. Ltd.** in favour of authorized person, duly authorized by Board Resolution dated 28.03.2013 passed by company **M/s Dream Procon Pvt. Ltd.** in respect of 516 flats proposed to be built on portion of Plot No. GH-02, situated at Sector-143, Noida Expressway Gautam Budh Nagar. In GPA specific rights to construct, develop, sale of proposed flat to be built in above said project and receive consideration and also execute Tripartite Agreement, Allotment Letter/Agreement, NOC & Permission to Mortgage(PTM) in favour of allottee / bank.

M/s Logix City Developers Pvt. Ltd. has got the lease hold right by virtue of registered lease deed dated 08.06.2011 executed by NOIDA authority in its favour in respect of project land vide Plot No. GH-02, Sector-143, Noida, Distt. Gautam Budh Nagar, Uttar Pradesh.

b. **AND** the Company is in process of developing the said Land by constructing thereon a Group Housing complex known as “**VICTORY ACE**” in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities. The Company intends to carry the development/construction of the complex in different phases and shall allot the flats to the intending buyers.

5. ALLOTTEE'S REPRESENTATIONS:

5.1. **AND WHEREAS** the Allottee has represented that he has applied for allotment of said Flat with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said Complex named as “**VICTORY ACE**”, and has satisfied himself in respect of ownership & title of the property in particular which have been explained by the Company and understood by him.

5.2. **AND WHEREAS** the Allottee has represented that he has seen the relevant documents/papers pertaining to the said Complex and is fully satisfied that the entitlement in the FSI of the Land of the said Complex is marketable and the Company has right and authority of marketing the said Complex and to sell/sub-lease the Flat to the Allottee. The Allottee has also seen and understood the plans, designs, and specifications of the said Flat and the said Complex and is willing to purchase the said Flat.

5.3. **AND WHEREAS** the Allottee has fully satisfied himself as to the right/entitlement of the Company over the land, building plans and all other documents relating to the title, competency and other relevant details and has read the contents, development plan for project and facilities and terms and conditions of the Lease Deed executed by New Okhla Industrial Development Authority in favour of the M/s Logix City Developers Pvt. Ltd. The Allottee has confirmed to the Company that he is entering into this Allotment Letter with full knowledge of all the terms and conditions contained in his Allotment Letter and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Allotment Letter.

5.4. **AND WHEREAS** the Company, relying on the confirmations, representations and assurances of the Allottee, to faithfully abide by all the terms, conditions and stipulations contained in this Allotment Letter has accepted in good faith his application to allot the said Flat and is now willing to enter into this Allotment Letter on the terms and conditions appearing hereinafter.

STANDARD TERMS & CONDITIONS OF ALLOTMENT LETTER

6. DEFINITIONS AND INTERPRETATION

“**Allottee**” : means the Applicant(s) who has/have applied for Allotment of a Flat and have agreed to abide by these Standard Terms & conditions and has been provisionally allotted the said premises by the company at “**VICTORY ACE**” project. The Term “**Allottee**” shall, unless it be repugnant to the context or meaning thereof, be construed to mean and include his/their representatives, successors, executors and permitted assigns;

- “Applicant”** means a Person who has applied for Allotment of a Flat in 'VICTORYACE' at Noida.
- “Application Form”** shall mean this application form for Allotment of a Flat;
- “Business Day”** means a day, other than a Saturday, Sunday or Gazetted Holiday, on which the principal scheduled commercial banks located in Noida are open for business during normal banking hours;
- “Common Facilities”** means the facilities under D.G.sets/D.G. rooms, water storage tanks its pumping and supply system, sewerage & drainage systems, electric sub-station/transformers/electric panels/distribution network, maintenance service rooms, lawns including lighting & services etc., roads, pathways & driveways including street lighting & services etc., guard posts, fire hydrants & fire fighting systems etc. and all such facilities for common use;
- “Company”** means **M/s Dream Procon Pvt. Ltd.** company incorporated under the Company Act, 1956 and having its registered office at 702-704, D mall ,Netaji Subhash Place, Pitampura, New Delhi and shall, unless repugnant or inconsistent with the context, be construed to mean and include its successor in interest and permitted assigns.
- “Consideration”** shall be the overall sale consideration of the said premises and shall include the Basic Sales Price (BSP), Preferential Location Charges (PLC), Internal Development Charges (IDC), Electric Sub-Station Charges (ESSC), Social Club Charges and one time “lease rent” as described in the Application Form/Allotment Letter;
- “Earnest Money”** means the amount equal to 10% of Consideration as specified in the Application Form / Allotment Letter;
- “Government Authority”** means any government, statutory, departmental or public body or authority, including courts of competent jurisdiction;
- “Basic Sale Price”** means the price calculated on the basis of Super Area and shall not include the price of other development/preferential and government stamp duty and other charges.
- “Force Majeure”** means any event or combination of events or circumstances beyond the control of the Company which cannot, either by exercise of reasonable diligence , or despite the exercise of reasonable diligence and adoption of reasonable precaution and /or alternative measures , be prevented or caused to be prevented , and which adversely affects the Company ability to perform its obligation under this Allotment Letter and shall include but not be limited to :
- I) act of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
 - II) Explosions or accidents, air crashes and shipwrecks, act of terrorism
 - III) Strikes, lockouts and industrial disputes
 - IV) Non-availability of electricity, water, cement, steel or other constructions material due to any reason whatsoever including without limitation, strikes of manufactures, suppliers transporters or other intermediaries or due to any reason whatsoever .

- V) War and hostilities of war, riots, bandhs,/hartals , acts of terrorism or civil commotion
- VI) 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 Company from complying with any or all the terms and conditions as agreed in this Allotment Letter .
- VII) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority refuses/delays/withholds the grant of necessary approvals for the Projects or if any matters , issue relating to such approvals, permissions , notices notifications by the competent authority become the subject matter of any suit/writ before a competent court or for any other reason whatsoever .

“Non Refundable Amount” means interest paid by the Buyer to Company on the delayed payments.

“Maintenance Charges” means the charges payable by the Buyer for the maintenance and upkeep of the Project complex , (including the areas appurtenant to the Flat), as per the Payment Plan , to the Company or to the Association @ Rs. 1.25/ per sq.ft. or mutually decided rate of the Super Area of the Flat, on a monthly basis or at such other rate which may be fixed by the Company/Association from time to time .

“Project/Project Complex/Complex” means the Residential Complex known as '**VICTORY ACE**' flats located at PLOT NO. GH-02, Sector -143, Noida District Gautam Buth Nagar (U.P) .

“PLC”: means the charges for the preferential location for the Flat payable/as applicable to be calculated on the per sq.ft./per sq.mtr. on the basis of the Super Area of the Flat .

“Super Area” means the covered area of the Flat including the entire area enclosed by its periphery walls including area under walls, columns, balconies, lifts and lofts etc. and half the area of common walls with other premises/Flat(s) which form the integral part of the Flat and proportionate Common Areas .

“Lease Deed” means lease deed dated 08.06.2011 executed by NOIDA authority in favour of M/s Logix City Developers Pvt. Ltd. in respect of land measuring 1,00,080.sq. mtr. vide Plot No. GH-02, Sector-143, Noida, Distt. Gautam Budh Nagar,UP.

“Sub-Lease Deed” means the deed to be executed by and between the Parties/Lessee hereto and Noida Industrial Development Authority, after the terms and conditions between the Parties contained in this Allotment Letter, are fulfilled to the satisfaction of the Company pursuant to which, the Company/Lessee shall deliver possession of the Flat and transfer all right, title and interest over the Flat, free from any encumbrances in favour of the Buyer and admit execution of the Sub-Lease Deed , to the Sub-Register, Noida, Distt. Gautam Budh Nagar (U.P) .

“NOC” On Application from Company/lessee in favour of Noida Authority, regarding issuance of NOC / blanket permission, the noida authority will issue a blanket permission in favour of Company/Lessee in respect of respective flat in loan cases.

“Lease Rent”

The lease rent is payable by Company/Lessee to authority after collection of lease rent from purposed flat allottee on prorata basis as per payment plan.

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

1. That the Company hereby agrees to sub-lease/transfer the Flat and the Allottee hereby agrees to take the Flats on lease hold basis as described in this Allotment in the said Complex as per the plans and specifications inspected, seen, agreed and accepted by him for a basic sale price plus other additional charges as applicable and described in this Allotment Letter in respect of the said Flat.
2. That the Allottee hereby agrees to pay to the Company the Basic Sale Price and other development /preferential charges/ additional charges as per the payment plan opted by the Allottee and as explained to Allottee. The total price mentioned in the application is inclusive of cost of providing electric wiring and switches in the said flat however the total price does not include the cost of electric fittings, fixture, electric and water meters, security etc. which shall be got installed by allottee at his own cost.
3. That the Allottee hereby agrees that he shall pay the price of the said Flat and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Complex The Super Area of the said Flat means the covered area of the said Flat including the entire area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/Flats which form integral part of said Flat and Common areas shall mean all such parts / areas in the entire said Complex which the Allottee shall use by sharing with other occupants of the said Complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to, lift area, machine/pumping set room, security /fire control rooms, maintenance offices / stores, guards Cabin etc., if provided.
4. That both the parties have agreed that the cost of development and construction of the said Flat is escalation-free, save and except increases, which the Allottee hereby agrees to pay due to increase in Flat area, any increase or additional Govt. rates, taxes, cess, etc., that may be levied or imposed by the Govt. /Statutory Authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc., of any Government or the Competent Authorities is made applicable to the said Flat /said Complex subsequent to booking requiring the Company to provide pollution control devices, effluent treatment plant, water harvesting system etc. in the said Complex, then, the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee on pro-rata basis. Service tax on sale of the Flat shall be borne and paid by the Allottee as per the prevailing rate.
5. That it is further understood and agreed by the Allottee that the area of the said Flat given in this Allotment Letter is subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Company which may result in change (decrease/increase) in the area of the said Flat, change in its dimensions, size, number, floor, etc. However in case the increase of area, the prevailing rate of company at that time is applicable. If the allottee will not accept the changes, the company shall have right to cancel the booking/allotment.
6. That the Company is responsible for providing internal development within the said Complex which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as trunk water and sewer lines, storm water drains, roads, electricity, horticulture etc., are to be provided by the Govt. or the concerned authority up to the periphery of the said Complex.
7. That the allottee agrees and confirms that the Company may carry development/construction of entire Complex in different phases falling outside the building in which the said flat may be located and the allottee shall have no right to object or make any claim or default in any payment as demanded by the Company on account of inconvenience, if any, which may be suffered by the allottee due to such development/construction activity or incidental/related activities.

Allottee

Company.....

8. That it is an essential condition of this Allotment Letter that the residential flat shall always be used only for the residential purpose it has been allotted. Any change in the specified use, which is not in consonance with the use of the said Complex or is detrimental to the public interest will be treated as a breach of the terms of the Allotment Letter entitling the Company to cancel the Allotment Letter and to forfeit the entire amount deposited by the Allottee. Thereafter, the Allottee shall not have any right, title or interest in the said Flat allotted to him/them.
9. That it is agreed by the parties, that the Fire Fighting Equipment and / or preventive measures in the common area of the Complex have been provided as per the existing Fire Fighting Code/Regulations as contained in national Building code, however if required by any law/ byelaw, order or directions or due to any subsequent legislation/Government orders, additional fire safety measures are undertaken, the Allottee agrees to pay for the additional expenditure on pro rata basis.
10. That the Allottee hereby agrees that out of the amount paid/payable for the said Flat allotted to him, the Company shall treat 10% of sale consideration, as earnest money to ensure fulfillment of all the terms and conditions by the Allottee, as contained in the Allotment Letter.
 - 10(a) That the Allottee hereby agrees to make all the payments within time as per the terms of Schedule of Payments from time to time without any reminders from the Company through A/c Payee Cheque(s)/Demand Draft(s) in favour of “M/s Dream Procon Pvt. Ltd.,” payable at NOIDA/Delhi. If he/she/they make any payment other than the Company name, in that case, the Company will not be responsible.
 - 10(b) That in the event of failure of the Allottee to perform his/their obligations or to fulfill all the terms and conditions set out in this Allotment Letter, the Allottee hereby authorizes the Company to forfeit the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable out of the amounts paid by him and the allotment of the said Flat shall stand cancelled.
 - 10(c) That if Allottee(s) make the payment towards the cost/installment of the Flat by way of cheque and the cheque is dishonoured for any reason whatsoever, it shall be treated as if the allottee(s) have defaulted in payment of the amount /committed a breach of terms and conditions of payment and shall be subject to the applicable provisions of this agreement ,besides being liable for such action as may be applicable under the law.
 - 10(d) That the installments in respect of payment of Flat will be due at the intervals as per prescribed payment plans laid down by the company . In case payment is not received within stipulated period specified in the payment plan or in the event of breach of any of the terms and conditions of allotment by the Allottee(s) ,the allotment will be cancelled and 10% of Basic Price of the Flat will be forfeited and balance amount if any ,will be refunded to the allottee without any interest.
 - 10(e) That the timely payment of installments indicated in the payment schedule is the essence of this Allotment Letter. If any installments as per the schedule is not paid when it become due the Company shall charge interest at the rate of 18% p.a. If the allottee defaults in making payment of the outstanding amount for three consecutive months, the allotment shall automatically stand cancelled without any prior notice to the allottee and the allottee thereafter shall have no charge, lien, interest, right or any other claim on the said flat and the Company shall refund the amount paid over and above the earnest money, if any, without any interest after re-allotment of the said Flat and after compliance of certain formalities by the Allottee. However, in exceptional circumstances the Company may, in its absolute discretion, condone the delay by charging interest and penalty on all outstanding dues for the delayed period.
 - 10(f) The Allottee hereby agrees to pay Preferential Location Charges (PLC) for preferential location as described in this Allotment in the manner and within the time as stated in the Payment plan. However, the Allottee has specifically agreed that if due to any change in the layout plan, the said Flat ceases to be in a preferential location, the Company may adjust or refund only the amount of preferential location charges paid by the Allottee and such amount shall be adjusted in the last installment. If due to any change in the layout plan, the said Flat becomes preferentially located, in such case, the Allottee shall be liable and agrees to pay the amount as and when demanded by the Company as preferential location charges.

11. That the Company is authorized to raise finance/loan from any financial institution/bank by way of mortgage/ charge/ securitization of receivable of the said land and the flats and the Allottee will have no objection in this regard. However, such mortgage, if created will be got vacated and redeemed before execution of sub-lease deed and handing over the possession of the said Flat to the Allottee.
12. That it is agreed by and between the Parties that unless a Sub Lease Deed is executed and registered, the Company shall continue to have full authority over the said Flat and any/all amounts paid by the Allottee shall not give him any lien or interest on the said Flat.
13. It is hereby agreed, understood and declared by and between the parties that a Sub Lease Deed shall be executed and registered in favour of the allottee(s) after the Flat has been fully constructed at the site; and further only after the payment of total sale consideration ,and other charges /dues etc., as agreed herein by the Allottee to the Company.The other connected expenses i.e cost of Stamp Duty for registration of Sub Lease /Registry, registration charges /fee, miscellaneous expenses and Advocate legal fee/charges etc., shall be borne and paid by the intending allottee(s). The intending allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation /under valuation of the Flat for the purpose of stamp duty /any penalty in respect thereof. The allottee shall also be liable and responsible for payment of all taxes/charges/penalties etc. whatsoever, as applicable, (including Service Tax) and as may be applicable at any time in the future in respect of this transaction.
14. That the Allottee further agrees that the reserved covered space has been allotted together with the said Flat and the same shall not have independent legal entity detached from the said Flat. The Allottee undertakes not to sell/transfer the reserved covered space independent of the said Flat.
15. The Allottee shall not make any additions or alterations in the said Flat of whatever nature which may affect the other Flat or common areas and the structure of the complex. The Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The terrace rights of the Flat shall remain with the Company unless allotted against consideration. No further construction/modification is permissible to the Allottee anywhere in the flat including over the roof / terrace of the said Flat. The Allottee shall have no objection if the Company gives on lease or hire any part of the top roof/terraces above the top floor for installation and operation of antennae, satellite dishes, communication towers etc.
16. That the Company shall complete the development/construction of the Flat within 30 Months and with an extended period of 3 - 6 months thereof. The completion date is 30 month/from approval of sanction map or execution of allotment, which is later subject to force majeure conditions and/or subject to any other reasons beyond the control of the Company. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Flat to the Allottee.
- 16.1 That the Company shall after completion of the residential complex shall intimate the allottee to take over the possession of the flat within thirty days thereof. The Allottee shall within the stipulated time, take the possession of said Flat from the Company(after clearing all dues) by executing Sub-lease deed and necessary indemnities, undertakings and such other documentation as the Company may prescribe. The Stamp Duty, registration fee and other charges for execution and registration of Lease Deed or any other documents shall be payable by the Allottee.
- 16.2 That all Taxes such as House Tax ,Sewerage Tax, Service Tax, Electricity Charges or any other taxes or charges shall be payable by the Allottee from the date hereof or date of possession or deemed date of possession declared by the company, whichever is earlier.
- 16.3 Further ,if there is any service tax, trade tax and any additional levies, rates, taxes charges, compensation to farmers, cess and fees etc., as assessed and attributable to the builder as a consequence of order from the government/NOIDA/Statutory or other local authority(s), the said demand though issued on the company, shall be the liability and responsibility of the allottee(s)/buyers of the Flat who shall pay /reimburse the said demand immediately to the Company on intimation, in his/her/their proportionate share [in proportion as attributable to the allottee(s)/owner(s).]

- 16.4 That the Company shall get single point electric connection for the complex from concerned authority or any other concerned authority and will be distributed through separate meters to the Allottee(s) through Prepaid system. The Maintenance charges, power backup charges, fixed charges for electricity and power backup, city level maintenance charges will be deducted through prepaid electric meter system.
- 16.5 That the Allottee(s) shall after possession comply with all the mandatory requirements and compliances as the Ministry of Environmental impact Assessment (EIA) norms ,U.P. Pollution Control Board/Water commission any other rules and regulations laid down by the State of U.P or any other competent authority.
- 16.6 That the allottee(s) shall abide by all laws, rules and regulations of the NOIDA/local Bodies/State Govt. of U.P and of the proposed Body Corporate, Association of the Buyers (as and formed till then as prescribed by the Company) and shall be responsible for all deviations ,violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex. The Flat shall be used for the purpose for it is allotted. The Apartment shall be used for activities as are permissible under the Law.
- 16.7 That the each Flat along with the connected structural part of the building shall be insured by the intending allottee(s) at his/her/their own cost against the fire ,earthquake etc. The Company after handing over the possession of a particular Flat shall in no way be responsible for safety stability etc., of the structure. The Allottee(s) will pay all charges towards insurance either by him individually or through society collectively if so formed for the maintenance of building.
- 16.8. In case of delay in construction of the said Flat for reasons other than force majeure or beyond control of Company, the Company shall pay a sum at the rate of Rs.5/- per sq. ft. of Super area per month for the delayed period to the Allottee(s) who have not delayed in making payments of installments due, which shall include of any/all damages, compensation, claims for delayed possession .
- 16.9. That the Allottee shall, after taking possession of the said Flat or at any time thereafter shall have no objection to the Company developing or continuing with the development of other Flats adjoining the Flat Allottee.
- 16.10 That the Company shall give a letter to the Allottee(s) intimating the date on which the Company would give possession of the Flat to the Allottee(s) and the Allottee(s) shall himself or through its duly appointed attorney take over delivery of the Flat within such time as specified in possession letter. In case Allottee does not take possession of flat within given Prescribed Period he/she has to pay watch & ward charges at the rate Rs.5/- per sq. ft for. First month and Rs. 10/- per sq ft for the Second Month from date of Expiry of said Prescribed Period.
- 16.11 That in case the Allottee(s) fails to take possession of the Company even after delay of two months after the expiry of the Prescribed Period, it shall be assumed that the allottee is not interested in the allotment/buying of the Flat and his/her/their booking of Flat shall be treated as cancelled ,without any further notice and the amount received from the allottee shall be refunded by the company ,without any interest and after forfeiting the amount equivalent to 10% of the cost of the flat as per company's terms and conditions.
- 16.12 That if for any reason the booking of the Flat is cancelled by the Allottee(s) or the Company (with proper reasons) , then 10% of the Basic Price of the Flat will be forfeited and balance amount, if any, will be refunded by the company without any interest.
- 16.13 That after taking possession of Flat the Allottee(s) shall have no claim against the Company as regards quality of work, material, pending installation, area of Flat or any other ground whatsoever. The Allottee(s) shall not change the colour scheme of the outer walls or painting of the exterior side or carry out any change in the exterior elevation or design.
- 16.14. 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 the phases. As such the Allottee(s) must take the possession of flat as soon as it is made available for possession.

17. That in the event the Company is able to get additional FAR or it becomes possible to raise further construction on the ground as well as on the top roof/terrace of the building/complex, the Company shall have the sole right to utilize the additional FAR or such right to further construction in the manner it may deem fit including but not limited to by making addition to the said building or making additional building in and around the land of the said complex and the Company shall be entitled to get the electric, water, sanitary and drainage, system of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system in the said Complex. The Allottee acknowledges that he has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the said building/complex.
- 17.1 That in order to provide necessary maintenance services, the Company may, upon the completion of the said Complex, hand over the maintenance of the said Complex to any individual, firm, body corporate, association etc.(hereinafter referred to as “Maintenance Agency”) as the Company in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc., of the Complex including other common areas, landscaping and common lawns, water bodies of the Complex will be organized by the Company or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Allottee shall be liable to make payment of such cost to the Company or maintenance agency.
- 17.2 That the Company or Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the said Flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the maintenance of the Complex. However, in case of urgency or exigency, the Allottee Company or Maintenance Agency employees may break open the door, windows etc. of the Flat in order to prevent any further damages to the life /property in the said Flat /Building/Complex and the Allottee hereby agrees that such actions of the Company/Maintenance Agency is fair and reasonable and he undertakes to not to raise any objection to such action.
18. That the Company shall have the first lien and charge on the said Flat, in the event of the Allottee parting with any interest therein, for all its dues that may become due and payable by the Allottee to the Company under this Allotment Letter.
19. That the Allottee shall become member of recreational in-house Club and shall pay the charges/fee regularly, as may be applicable. The Club shall be managed by the Company and / or its nominee as the case may be.
20. That the terms and conditions contained herein shall be binding on the Occupier of the said Flat and default of the Occupier shall be treated as that of the Allottee, unless context requires otherwise.
21. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable Super area of the said Flat, it is repeatedly and specifically made clear that it is only the inside space in the said Flat that has been agreed to be sold and the inclusion of the common areas in the computation does not give any divisible right and title therein to the Allottee.
- 21.1 That the Allottee(s) will have to pay monthly Maintenance Charges as decided by the Company at the time of offer of possession to the Maintenance Agency of the project as nominated by the Company. The Allottee(s) will pay Interest Free Maintenance Security Deposit (IFMS) as decided by the Company or as demanded by the Company. That the Allottee(s) hereby agrees to keep with the Company an Interest Free Maintenance Security (IFMS) Deposit towards payment of maintenance charges in order to secure adequate provision of the maintenance services and due performance of the Allottee(s) in paying promptly the maintenance bills and other charges as raised by the maintenance agency. The Allottee(s) further agrees to deposit the said Interest Free Maintenance Security as per the schedule of payment given in this Allotment Letter and to always keep it deposited with the Company or its nominee/maintenance agency. A separate maintenance Agreement between the Allottee and the Company or its nominee/maintenance agency will be signed/executed at a later date or at the time of possession.

- 21.2 That the Company shall have the right to transfer the IFMS of the Allottee to the maintenance agency/association of Flat owners as and when the Company may deem fit, after adjusting there-from any outstanding maintenance bills and /or other outgoing of the Allottee at any time upon execution of the Sub-Lease Deed and thereupon the Company shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and / or claims, if any, of the Allottee on account of the same.
- 21.3 That the Allottee(s) consents that he/she/they will have to allow sweepers/maintenances staff to enter in his/her/their Flat/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/ seepage in his/her/their Flat or any other Flat.
- 21.4 That the Interest Free Security Deposit given by the Allottee(s) to the Company or nominee of the Company is refundable to the Allottee(s)/Resident Welfare Association (RWA) at the time of termination of the “Maintenance Agreement” or transfer of maintenance to the RWA of the Complex. At the time of handing over of maintenance of the Project/Complex the charge over the following will be handed over to the RWA:

Note: Open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking spaces {excepting what has been allotted by an Allotment Letter to Allottee(s)} or tot-lots, space for public amenities, shopping centers or any other space will remain the property of the Company.

22. That in case the allottee wants to avails loan facility from financing bodies or his employer to facilities the purchase of the flat, the Company shall facilitate the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the allottee only. The responsibility of getting loan sanctioned and disbursed as per the Company payment schedule will rest exclusively on the allottee.
23. That, if any provision of this Allotment Letter is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Allotment Letter and to the extent necessary to conform to applicable law and the remaining provisions of this Allotment Letter shall remain valid and enforceable in accordance with other terms. It shall not render this Allotment Letter void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Allotment Letter, the terms and conditions contained in this Allotment Letter shall prevail and be binding on both the parties.
24. That the Allottee shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the Application Form for allotment of the said Flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid. In case of joint Allottee, all communication sent by the Company to the first Allottee shall be sufficient. All letters, receipts, and/or notices issued by the Company or its nominees and dispatched by Registered Post to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.
25. That the said Complex shall always be known as “VICTORY ACE” and this name shall never be changed by the Allottee or anybody else.
26. That, if at any stage this document requires to be registered under any law or necessity, the Allottee binds himself and agrees to register the same through the Company in his favour at his own cost and expenses and to keep the Company fully absolved and indemnified in this connection.
27. That the Allottee, if resident outside India, is/are solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory amendments.
28. That substitution /addition in the name of the allottee shall be allowed on such terms and conditions as it may deem fit including payments of administrative charges etc. and subject to permissible law. Any change in name (including addition / deletion) of the Allottee will be deemed as substitution for this purpose.

29. That In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Flat, 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 the city of 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.

Declaration : I/we have fully and understood the above mentioned terms and conditions and do hereby agree to abide by the same. I/we understand that the teams and conditions given above are of indicative nature with a view to acquaint me/us.

For and on behalf of
M/s Dream Procon Pvt. Ltd.

Allottee(s)

(Authorised Signatory)

.....

Witness

1.....

2.....



“SCHEDULE OF PAYMENT”

Final Basic Sale Price ₹..... (Rupeesonly)

Plan A - Down Payment Plan

	Date	Total Cost	
		Percentage	Amount (₹)
On booking		10% of (B.S.P)	
Within 45 days of booking		85% of (B.S.P) + Parking	
On offer of possession		5% of (B.S.P) + L.R+ E.E.C+ FFC + IDC + PB + IFMS + other charges if any	

Construction Link Payment Plan (I)

	Date	Total Cost	
		Percentage	Amount (₹)
On booking		10% of (B.S.P)	
On start of excavation		10% of (B.S.P)	
On Start of Raft Casting		10% of (B.S.P)	
On start of basement slab casting		10% of (B.S.P)	
On start of 2 nd floor slab casting		10% of (B.S.P)	
On start of 6 th floor slab casting		10% of (B.S.P)	
On start of 9 th floor slab casting		10% of (B.S.P)	
On start of 15 th floor slab Casting		10% of (B.S.P)	
On start of top floor slab casting		5% of (BSP) + Parking	
On start of External Plaster		5% of (B.S.P) + C.M	
On start of External Development		5% of (B.S.P) + (E.E.C + F.F.C)	
On offer of possession		5% of (B.S.P) + L.R + E.D.C + I.D.C + P.B + IFMS + any other charges if any	

Construction Link Payment Plan (II)

	Date	Total Cost	
		Percentage	Amount (₹)
On booking		10% of (B.S.P)	
Within 30 days of booking		5% of (B.S.P)	
On start of excavation		10% of (B.S.P)	
On start of basement slab casting		25% of (B.S.P)	
On start of 2 nd floor slab casting		10% of (B.S.P)	
On start of 6 th floor slab casting		10% of (B.S.P)	
On start of 9 th floor slab casting		10% of (B.S.P) + (PARKING)	
On start of 15 th floor slab Casting		10% of (B.S.P) + C.M	
On start of top floor slab casting		5% of (B.S.P) + (E.E.C + F.F.C)	
On offer of possession		5% of (B.S.P) + L.R + E.D.C + I.D.C + P.B + IFMS + any other charges if any	

 B.S.P = Basic Sale Price + PLC
 C.M = Club Membership
 P.B. = Power Backup

 L.R. = Lease Rent
 F.F.C = Fire Fighting Charges
 I.F.M.S = Interest free Maintenance Security

 E.E.C = External Electrification Charges
 I.D.C = Internal Development Charges

 P.L.C. = Prime Location Charges
 E.D.C = External Development Charges

The tentative specification are annexed here with marked as Annexure-I

Allottee

Company.....

Annexure I - SPECIFICATIONS

STRUCTURE

Earthquake Resistant RCC Frame structure.

LIVING & DINING

Floor: Marble Stone/ Vitrified Tiles.
Walls: Painted with pleasing shades of Distemper /Emulsion paint.
Ceiling: Painted with pleasing shades of Distemper / Emulsion paint.
Air Conditioner: Energy efficient Air Conditioner.

BEDROOM

Floor: Vitrified Tile/ laminated wooden flooring.
Walls: Painted with pleasing shades of Distemper/ Emulsion paint
Ceiling: Painted with pleasing shades of Distemper / Emulsion paint.
Air Conditioner: Energy efficient Air Conditioner in each room.
Wardrobe: Modular type wardrobe.

BALCONIES

Floor: Group 5 Tiles.
Walls: Painted with long elastic water repellent paint.
Ceiling: Painted with pleasing shades of Distemper / Emulsion paint.
Railing: MS railing with enamel paint.

KITCHEN

Floor: Group 5 Tiles.
Walls: Ceramic/Glazed Tiles up to 2ft. height above counter level rest
Painted with pleasing shade of Distemper/Emulsion paint.
Platform: Granite counter with stainless steel sink.
Cabinets: Modular Kitchen with laminated finish with Accessories.
Chimney & Hob: SS Finish.
Refrigerator : Energy Efficient Refrigerator.

TOILETS

Floor: Group 5 Tiles.
Walls: Ceramic Tiles up to 7"0" ceiling heights.
Fitting & Fixture: Excellent quality WC and Wash basin with single level Mixture with shower, CP brass fitting & provision for hot & cold water system.

DOORS & WINDOWS

Entrance Door: Seasoned hardwood frames with both side teak finish flush doors.
Internal/ External Door: Flush Door Shutters with Paint/ Polish.
Windows: UPVC/ Aluminum.

ELECTRICAL

Standby power of 1KVA for each flat.
100% power backup for common area facilities.
Light and Fan in all Rooms.
Provision for exhaust fans in kitchen and toilets.
Television/ Telephone point in living room and all bedrooms.
Intercom facility from security cabin to each Flat.
Copper coated wiring. Provision for plug points in each kitchen, toilet, bedrooms & dining room

Assignment/Transfer

Transferor

I/we hereby assign all the rights and liabilities under this Allotment Letter /Agreement in favour

Transferee

I/we hereby accept all the rights and liabilities under this Allotment Letter assigned in my/our favour by

Transferor

I/we hereby assign all the rights and liabilities under this Allotment Letter /Agreement in favour

Transferee

I/we hereby accept all the rights and liabilities under this Allotment Letter assigned in my/our favour by

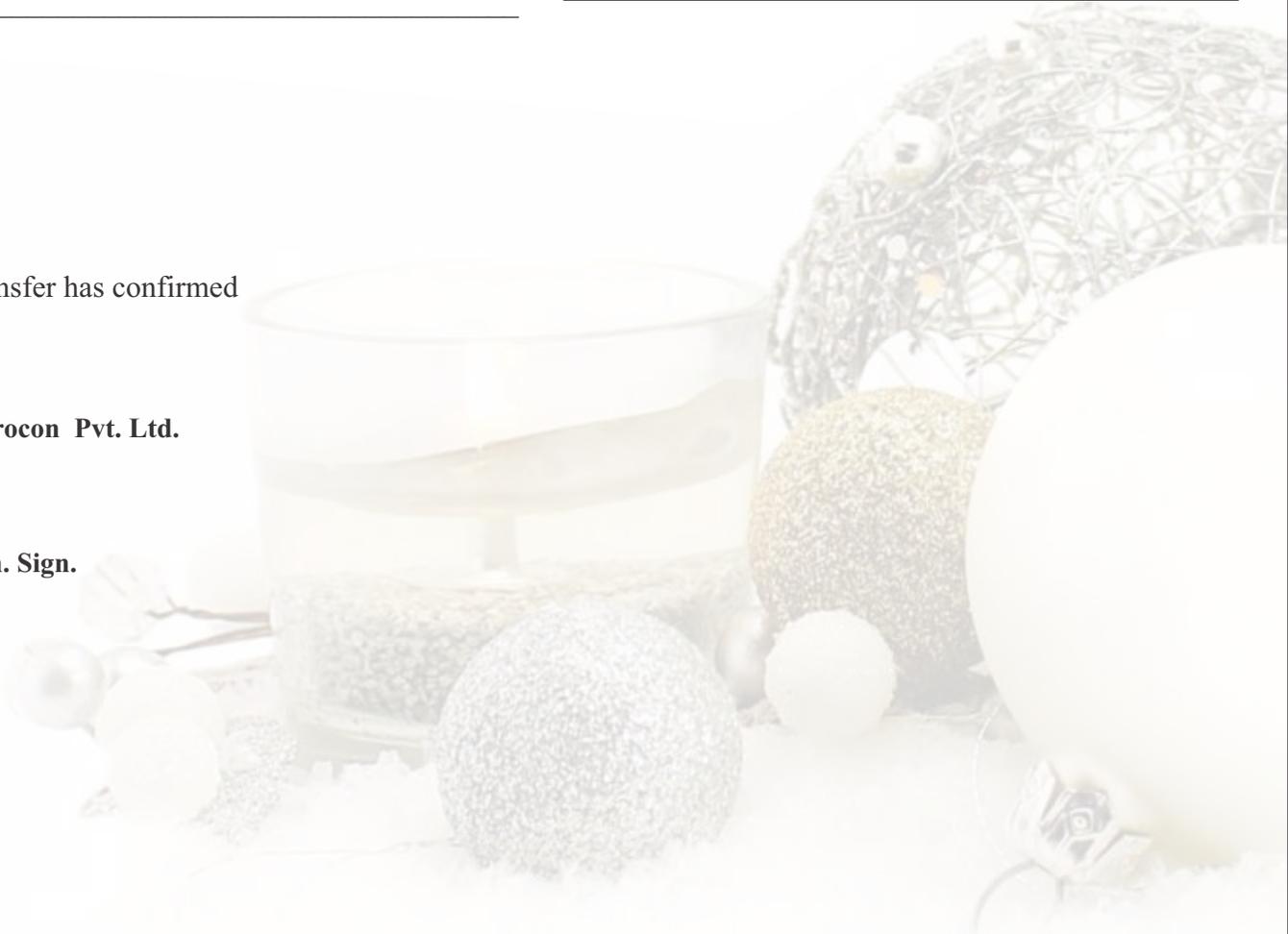
Confirm:

The above transfer has confirmed

Date:

M/s Dream Procon Pvt. Ltd.

Director/Auth. Sign.



Assignment/Transfer

Transferor

I/we hereby assign all the rights and liabilities under this Allotment Letter /Agreement in favour

Transferee

I/we hereby accept all the rights and liabilities under this Allotment Letter assigned in my/our favour by

Transferor

I/we hereby assign all the rights and liabilities under this Allotment Letter /Agreement in favour

Transferee

I/we hereby accept all the rights and liabilities under this Allotment Letter assigned in my/our favour by

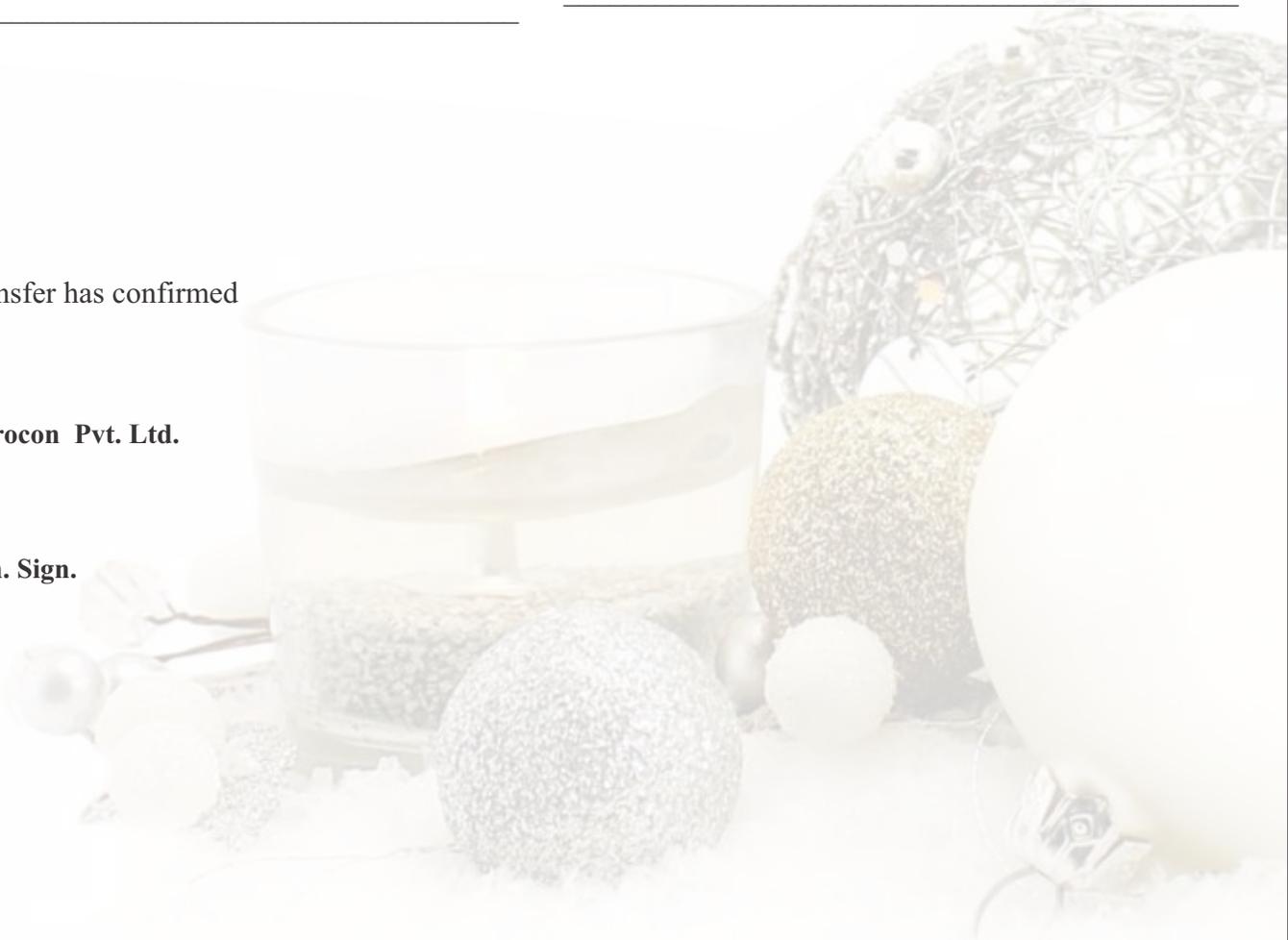
Confirm:

The above transfer has confirmed

Date:

M/s Dream Procon Pvt. Ltd.

Director/Auth. Sign.







Address:

Dream Procon Pvt. Ltd.

Registered Office: 702-704, D Mall, Netaji Subhash Place, Pitampura,

New Delhi - 110034 | T: 011-47042000

Corporate Office: D1, Sector-3, Noida, Uttar Pradesh-201301

T: 0120-4335000, 4351000

Email: info@victoryinfra.com | Website: www.victoryinfra.com