

This Stamp Paper of Rs. 100/- forms Part & Parcel of the Allotment Letter issued by **M/s A R INFRATECH** A Company incorporate under the Companies Act, 1956 having its **Corporate Office at H-169, Sector-63, Noida - 201301** (hereinafter referred to as the COMPANY, which expression shall its assigns and successors etc. unless the subject and context requires otherwise) of the on part, in favor of

1st Applicant Name-
Address -

Mobile no.- e mail-Id.-

&

2nd Applicant Name-
Address -

Mobile no.- e mail-Id.-

(Hereinafter referred to as the ALLOTTEE, which expression shall include his/her assigns and successors etc. unless the subject and context requires otherwise) of the other part.

Plot No.: ; Type.: ; Block.: ; Saleable/ Leasable Area.: **sq. yards.**; in the project known as **PANCHSHEEL PARK- PLOTS** situated on **Plot No. GH-01, CROSSINGS REPUBLIK** at **village DUNDAHERA, GHAZIABAD (U.P.)**

PANCHSHEEL - PARK
ALLOTMENT LETTER

Date:

To,

1ST Applicant- MR. S/W/D/O

&

2nd Applicant- MR/MRS. S/W/D/O

Address.

Mobile

Mail-Id.-.....

(Sole/First Applicant)

(Co-Applicant)

Dear Sir / Madam,

This is with reference to your request and application no., dated with **M/S A R INFRATECH** for having its corporate office at H-169, Sector-63, Noida - 201301 (hereinafter referred to as the Developer) for allotment of a residential Plot in **PANCHSHEEL PARK** at **Plot No. GH-01, CROSSINGS REPUBLIK** at village **DUNDAHERA, GHAZIABAD (U.P.)**

We are pleased to inform you that we have allotted you a Plot in "**PANCHSHEEL PARK**", situated at PLOT NO.-GH-1, CROSSING REPUBLIK, 201016, UTTAR PRADESH, INDIA as per detail below.

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

PLOT DETAILS:-

Type: RESIDENTIAL PLOT ;Plot No. : ; Block :.....; Saleable/Leasable Area : Sq. Yards.;

situated in " **PANCHSHEEL PLOT**" on **Plot No. GH-01, CROSSINGS REPUBLIK** at village **DUNDAHERA, GHAZIABAD (U.P.)**

(Hereinafter referred to as "The Plot").

COSTING INFORMATION -

Description	Amount (Rs.)
BASIC	
PLC	
WATER & SEWAGE CONNECTION CHARGES (AT THE TIME OF POSSESSION)	
Total	

Amount in words..... (Rupees Only)

Note :- FOC means " Free of Cost "

Details of Amount Paid :

Description	Amount (Rs.)
Total	

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

PAYMENT PLAN : CLP (10:40:25:25)

Milestone Name	%	Description	Amount(Rs.)
Total			

Note:- Taxes as applicable will be payable extra.

Possession of the Plot will be given on, subject to the receipt of the entire Basic Price, extra charges, registration charges and any other charges as may be intimated by the Developer.

Further the possession of the Plot will be given after the execution of the Sale Deed/Registration of the Plot/ Registered Agreement to Sale in favour of the allottee.

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 which shall formally be 45 days from the date of offer of possession.

The installment call notice given by the Developer 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.

Terms & Conditions

WHEREAS the Developer is developing Housing Society by the name of **PANCHSHEEL PARK** on the Purchased land located at undivided and impartible land of GH Plot No. 1, in the township known as Crossings Republik situated at village Dundahera, Tehsil & District Ghaziabad (UP).

AND WHEREAS the Developer has purchased the said land for its aforesaid project **Panchsheel Park** from **M/s Crossings Infrastructure Pvt. Ltd.** and other constituent companies under the registered sale deed and performance agreement.

AND WHEREAS under the leadership of **M/S Crossings Infrastructure Pvt. Ltd** (licensee), As Lead Party, consortium was formed who purchased several pieces of land including the aforesaid project land with the view to set up and develop thereon an integrated township and obtained all requisite license, permission and approval etc. for the same from the Ghaziabad Development Authority.

NOW THIS ALLOTMENT AGREEMENT WITNESSETH AS UNDER:

PAYMENTS

1. That the timely payment of installment as indicated in the payment plan is the essence of the scheme. If any installment as per the schedule is not paid by the due date, the Developer will charge applicable interest/delay charges as per RERA on the delayed payment for the period of delay. However, if the same remains in arrear for more than 30 Days, the allotment will automatically stand cancelled without any prior intimation to the allottee and the allottee will have no lien on the Plot. In such a case 10% of the total basic price of the Plot will stand forfeited and the balance amount, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the Developer may, at its sole discretion, condone the delay in payment by charging applicable interest and restore the allotment in case it has not been allotted to someone else on the waiting list. In such a situation, an alternate Plot if available may be offered in lieu of the same.

2. That for preferentially located plots, extra charges will be payable, if any.

3. That in case the allottee, at any time desires for cancellation of the allotment, it may be agreed to, though in such a case, 10% of the total basic price of the plot will be forfeited and the balance, if any, will be refunded without any interest.

4. That in case the allottee wants to avail a loan facility from employer or any financial institution or any bank to facilitate the purchase of the plot applied for, Loan facility will be sole discretion of the bank. The Developer shall facilitate the process subject to the following:

(i) The terms of the financing agency shall exclusively be binding and applicable upon the allottee only.

(ii) The responsibility of getting the loan sanctioned and disbursed as per the Developer's payment schedule will rest exclusively on the allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Developer, as per schedule, shall be ensured by the allottee, failing which, the allottee shall be governed by the provisions contained in clause 1 above.

Installments due towards payment of the Plot will be made to the Developer on or before the due date as mentioned in the payment plan herein above along with taxes as applicable. The Allottee(s) has/ have agreed that the Developer 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 Plot will be forfeited and balance amount (if any) will be refunded without any interest.

That in case the allottee requests the Developer for cancellation of the allotment, the same may be agreed to by the Developer subject to forfeiture of 10% of the total price, non-refundable amounts and payments made to financing bodies for loans of the Plot, The amount(s), if any, paid over and above, the Earnest Money, any amount paid to the financing bodies and any Non Refundable Amount, would be refunded to the allottee by the Developer only after realizing such amounts six months from the date of cancellation but without any interest or compensation of whatsoever nature.

DEVELOPER'S REPRESENTATIONS:

- A. WHEREAS A R Infratech** has acquired right, title and interest to develop, construct and sell plots in the integrated project by the name and style of '**PANCHSHEEL PARK**' built on land bearing khasra Nos- 436/P, 437/P, 439/P, 538/P, 539/P, 547/P, 540, 541, 548, 550, 551, 552, 538, 539, 542, 549, 559 situated in the area of Village Dundahera,, both Tehsil and district Ghaziabad, Uttar Pradesh, the area also known as Crossing Republik Ghaziabad, Uttar Pradesh. The land purchased from (i) Ajnara India Limited (vide Sale Deed Area 14,016 (Sq. Mtr.) duly registered with the Sub-registrar, under Book No. 1, Vol/Jild. No. 18219, Pages 249 to 278, Registree. No. 5746 on 03 August 2021, (ii) Primrose Constech Pvt Ltd (vide Sale Deed, Area 505 (Sq. Mtr.) duly registered with the Sub-registrar, under Book No. 1, Vol/Jild. No. 18143, Pages 147 to 178, Registree. No. 4688 on 02 July 2021, (iii) Crossings Infrastructure Pvt Ltd (vide Sale Deed, Area 3947 (Sq. Mtr.) duly registered with the Sub-registrar, under Book No. 1, Vol/Jild. No. 18166, Pages 313 to 356, Registree. No. 5014 on 13 July 2021 (hereinafter referred to as "said land").
- B. AND WHEREAS** the above named Developer is duly empowered to sell Plots and allot, enter into agreement to sell the plot in the above Project known as '**PANCHSHEEL PARK**' which is being developed on the said land as mentioned above.
- C. AND WHEREAS** the Developer shall develop the said Project and sell the plots in accordance with the sanctioned layout plan(s) and necessary permissions from the concerned government authorities as required.
- D. AND WHEREAS** the Developer has further clarified to the Allottee that the layout plan/Site Plan as given in 'Annexure-A' of this Agreement comprises of the complete project by the name '**PANCHSHEEL PARK**' to be developed on the said land admeasuring 18,495 sq. mtrs. or thereabouts in accordance with the layout plan(s) approved by the competent authority (ies) vide permit no. plotted housing / 01145/GDA/LD/20-21/0495/06042021 Dated 25 June 2021 .

ALLOTTEE'S REPRESENTATIONS:

- A. AND WHEREAS** the Allottee has represented that he has applied for allotment of said Plot with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said Project named as '**PANCHSHEEL PARK**' and has satisfied himself/ itself in respect of ownership title of the said land.
- B. AND WHEREAS** the Allottee has seen the relevant documents / papers pertaining to the said Project and is fully satisfied that the development and selling rights of the Developer are clear and valid for the above said Project and the Developer has the requisite right and authority of marketing the said Project and to sell the Plot(s) to the Allottee. The Allottee has seen and understood the plans and location of the said Project and is willing to purchase the said Plot.
- C. AND WHEREAS** the Allottee has fully satisfied himself as to the right/title of the Developer over the said Project, layout plans and all other documents relating to the title, competency and other relevant details. The Allottee has confirmed to the Developer that he is entering into the present Agreement with full knowledge of all the terms and conditions contained in this Agreement and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.
- D. AND WHEREAS** the Allottee has approached the Developer voluntarily and with the intent to purchase the said Plot from the Developer on the terms and conditions as set out in this Agreement which Allottee(s) confirm that Allottee(s) has/have studied and consulted legal experts on various clauses and which the Developer has confirmed are common for all Allottee (s) of the Plots forming part of the aforesaid Project. The Allottee(s) has/have confirmed that they have nothing further to add and/or modify in this Agreement.
- E. AND WHEREAS** the Developer and the Allottee(s) relying on the confirmations, representations and assurances of each other and to faithfully abide by all the terms, conditions, obligations and stipulations contained in this Agreement are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- F. AND WHEREAS** this agreement entered between Allottee and Builder shall supersede all the previously entered agreements and the terms & conditions agreed in this agreement shall be final and binding on both the parties.

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

1. That, the recitals and the Parties' representations mentioned hereinabove shall constitute an integral part of this Agreement and are not repeated hereunder only for the sake of brevity and convenience and the same should be deemed to be repeated in the operative part also as if the same were set out hereunder and reproduced verbatim.
2. That the Developer hereby agrees to sell the said Plot and the Allottee hereby agrees to purchase the said Plot as described in this Agreement in the said Project as per the approved plans and specifications and accepted by him for a basic sale price plus other additional charges as applicable and described in this Agreement in respect of the said Plot.
3. That the Allottee hereby agrees to pay to the Developer the Basic Sale Price and other development / preferential charges/ additional charges which shall be as per the payment plan opted by the Allottee and as explained to Allottee. The total price mentioned in the Application is not inclusive of the utility connection charges e.g. IGL connection and infrastructure charges, water, electricity, sewerage etc as actuals and to be borne by the applicant at the time of possession subject to available service.
4. That except for the Plot allotted, all the common areas and the facilities and the residuary rights in the Project shall continue to vest in the Developer till such time as the same is finally allotted, sold or otherwise transferred to any particular Applicant and/ or to any person/ organization / entity.
5. That the Allottee shall be entitled to use and enjoy the common areas and facilities within the said Project along with all the occupants/ Allottees.
6. That the Developer and the Allottee have agreed that the cost of the said Plot is escalation-free, save and except increases, which the Allottee hereby agrees to pay due to increase in Plot area, any increase or additional Govt. rates, taxes, cess. If any provision of the existing and future Laws, guidelines, directions etc., of any Government or the Competent Authorities is made applicable to the Plot and / or Said Project subsequent to booking, requiring the Developer to provide pollution control devices, effluent treatment plant, water harvesting system etc. In the said Project, then, the cost of such additional devices, equipment etc. shall also be borne and paid by the Allottee on a pro- rata basis. It is specifically agreed between the Parties that the total cost of the Plot does not include the amount of the service tax. Should however, the service tax be payable on the sale of the Plot then the same shall be charged extra, on actual basis and the Allottee shall make the payment thereof forthwith together with the payment of Other Charges as per the plan selected.
7. The Allottee is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") where the aggregate consideration is equal to or more than Rs. 50,00,000/- (Fifty Lacs) as may be applicable, the Allottee has to deduct TDS (as per applicable rates) as would be informed by the Developer at the time of actual payment or credit of such sum to the account of the Developer, and within 15 days of such deduction the Allottee shall submit the original TDS certificate to the Developer which shall be a condition precedent to the handover of possession and execution of the conveyance deed in favour of the Allottee. The Allottee agrees and undertakes that if the Allottee fails and/ or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee alone shall be deemed to be an assessee on default in respect of such tax and the Developer shall not be liable for any statutory obligations/ liability or non-deposit of such TDS.
8. That if a Plot is preferentially located, at the time of allotment, but due to change in layout plan, the said plot ceases to be preferentially located, then in that circumstances, the PLC charges shall only be refunded to the Allottee without any interest, which shall be acceptable to the Allottee.
9. That the Developer is responsible for providing internal development for the said Project upto the Plot which inter- alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines.
10. That the Allottee agrees and confirms that the Developer/or other Allottees may carry development / construction of their other Plots and the Allottee shall have no right to object to such construction / development in the Project.

11. That the Allottee shall not be allowed to do any of the following :
- Raise any construction of the nature which may cause damage to the structure (columns, beams, slabs etc.) of any part of adjacent plots. In case the damage is caused to an adjacent plot or common area, then the Allottee shall be solely liable to get the same repaired at his/her own cost.
 - Making encroachments on the common spaces around the said plot.
 - Vehicle parking on the society roads and the common places.
 - Raise any construction which is in violation of the applicable building Bye-laws.
 - Any other rules made by the company for the common cause.
12. The Company, its servants agents, as and when constituted, shall have the right to access and ingress to the Plot of land and the building constructed thereon, at all relevant and reasonable time for the purposes of inspection, carrying out maintenance and necessary repairs, and they shall have the rights of user, upkeep and maintenance of sewerage, electricity poles and wires, water channels in the entire Colony even if they run through/ across the Plot of land belonging to the Allottee at all times.
- That it is an essential condition of this agreement that the said Plot shall always be used only for the purpose it has been allotted, i.e. residential. Any change in the specified use, which is not consonance with the use of the said Project or is detrimental to the public interest will be treated as breach of the terms of the Agreement entitling the Developer to cancel the agreement and to forfeit the entire amount deposited by the Allottee.
 - That the Allottee hereby agrees to make all the payments within time as per the terms of Payment Schedule from time to time without any reminders from the Developer through A/c Payee Cheque(s)/ Demand Draft(s)/ Electronic Bank Transfers in favour of "M/s A R INFRATECH," payable at Ghaziabad/ Noida. It is also here by confirmed by the Allottee that any payment being made by him through any Third Party CHEQUE/ DRAFT/ ACCOUNT shall be entirely on his own responsibility so far as the source and legality of such funds is concerned. The Developer shall only be liable to issue a valid and official receipt in favour of the Allottee upon receipt of any such payment against the Plot related to these presents.
 - That the Allottee hereby agrees that out of the amount paid/ payable for the said Plot allotted to him, the Developer shall treat 10% of Basic Sale Price plus the commission/brokerage if any paid by the Developer on the sale of the said Plot besides overdue interest if any, payable by the Allottee upto the date of termination/ cancellation of this agreement as earnest money to ensure fulfillment of all the terms and conditions by the Allottee, as contained in the Agreement.
13. That in the event of failure of the Allottee to perform his/her/their obligations or to fulfill all the terms and conditions set out in this Agreement, the Allottee hereby authorizes the Developer 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 besides commission/ brokerage if any paid by the Developer on the sale of the said Plot and the allotment of the said Plot shall stand cancelled.
14. That the timely payment of installments indicated in the payment schedule is the essence of this agreement. If any installments as per the schedule are not paid when they become due to the Developer, an interest at the rate as per RERA shall be charged. If the Allottee defaults in making payment of the outstanding amount for thirty consecutive days, 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 Plot and the Developer shall refund the amount paid over and above the earnest money if any, without any interest after re-allotment of the said Plot and after compliance of certain formalities by the Allottee. However, in exceptional circumstances the Developer may, in its absolute discretion, condone the delay by charging interest on all outstanding dues for the delayed period.
15. 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.

16. That it is agreed by and between the Parties that unless a Sale Deed/ Transfer Deed is executed and registered, the Developer shall continue to have full authority over the said Plot and any/all amounts paid by the Allottee shall not give him any lien or interest on the said Plot.
17. 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. Any change in name (including addition / deletion) of the Allottee will be deemed as substitution for this purpose. Nothing contained in this Agreement be considered to give the Allottee a right to assign his right, interest or title under this Agreement in favour of any Party, without seeking prior written permission of the Developer, before execution of Sale Deed / Transfer Deed and its registration and the Developer may withhold the permission to grant the permission. In case, where rights of the Allottee herein are assigned in favour of any person, after obtaining the necessary permission of the Developer, then the said assignee shall be liable for all the obligations and liabilities of the Allottee under this Agreement in the same manner as if such assignee is the Allottee under this Agreement. All costs, including but not limited to the liabilities of taxes, duties and other sums payable upon one or more assignments, substitutions or deletion, shall be borne by the Allottee.
18. That the Developer shall handover possession of the developed plot within months from the date of receipt of all approvals from all competent authorities/ signing of agreement, whichever is later or / and within an extended period of 6 (Six) months thereof. The completion date is subject to force majeure conditions and/or subject to any other reasons beyond the control of the Developer. No claim by way of damages/ compensation shall lie against the Developer in case of delay in handing over the possession on account of any of the aforesaid reasons and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the said Plot to the Allottee. "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a party which cannot by the exercise of reasonable diligence be avoided, or despite the adoption of reasonable precaution and/ or alternative measures be prevented, or caused to be prevented, and which adversely affects a party's ability to perform obligations under this Agreement, which shall include but not be limited to:
- a) Acts of God. i.e. fire, drought, flood, earthquake, pandemics, epidemics, natural disasters or deaths or disabilities;
 - b) Explosions or accidents, air crashes and shipwrecks;
 - c) Strikes, lock outs or any other industrial dispute;
 - d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries;
 - e) War and hostilities of war, riots or civil commotion;
 - f) Non-receipt of any approval from any governmental authority or imposition of any adverse condition or obligation in any approvals from any governmental authority, including delay in issuance of the commencement certificate, intimation of disapproval, occupation certificate, completion certificate and/ or any other certificate as may be required;
 - g) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
 - h) Any event or circumstances analogous to the foregoing.

19. That the Developer shall, after development of the plot, intimate the Allottee to take over the possession of the said Plot within 2 (Two) months thereof. The Allottee shall within the stipulated time, take the possession of said Plot from the Developer by executing the sale deed and necessary indemnities, undertakings and such other documentation as the Developer may prescribe/ as may be required by the present laws. 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. The Allottee will be entitled to possession of the said Plot only after sale deed of the Plot is executed and duly registered with the concerned Registrar office. The Allottee, after taking possession of the said Plot, shall have no claim against the Developer in respect of any item of work which may be alleged not to have been carried out / completed in the said Project or for any reason whatsoever. If the Allottee fails to develop the said Plot as aforesaid within the prescribed time limit, the Allottee shall pay to the Developer holding charges at the rate of Rs.5/- per sq. mtr. of the area per month of the said Plot.
20. In case of delay in development of the said Plot for reasons other than force majeure or beyond control of Developer, the Developer shall pay a sum at the rate of Rs.5/- (Rs. Five In words) per sq. mtr. of the area of the plot per month for the delayed period provided however that the Allottee has made payment of all installment towards the sale consideration amount of the said Plot in time and without delay to the Developer, which shall include of any/ all damages, compensation, claims for delayed possession. No penalty shall be payable by the Developer if payment is not made on time by the Allottee. Additionally, the Allottee shall be entitled to payment/adjustment against such compensation only at the time of the final installment as per payment plan.
21. That the Allottee shall commence construction of the house o`n the Plot not later than three (03) years from the date of execution of sale deed. In case the Allottee fails to commence construction within the stipulated period, the Developer shall be entitled, but not obligated, to resume the Plot, refund the amounts paid by the Allottee without any interest. Thereafter, the Developer shall have the right to resell the Plot. The Developer at its sole discretion extend the period for construction by the Allottee upon payment of additional charges @ Rs. 100/- per sq. yard, per month. The said covenant shall survive the execution of the conveyance deed.
22. That the Allottee(s) is under the obligation to pay the house tax, water tax and sewerage tax and other such taxes which will be levied on him by the Local Authority/ body under the then prevailing law and rules of the land, when such maintenance services will be transferred to the Local Authority/ Body.

MAINTENANCE

23. The maintenance, upkeep, repairs, etc. of the said complex will be organized by the Developer or its nominee. Security of common areas, entrance of building will also be the arranged by the Developer or its nominee. However, security of individual Plot will be responsibility of the allottee. The Allottee agrees and consents to the said arrangement. The Allottee shall pay maintenance charges which shall be fixed by the Developer or its nominee from time to time depending upon the maintenance cost. The Buyer has to sign a Maintenance Agreement with the Developer or its nominee at the time of possession of the Plot. In addition to the maintenance charges, there will be contribution to the Replacement Fund etc. Any delay in payments will result the allottee liable to interest as per RERA. Non-payment of any of the charges within the time specified will also dis-entitle the allottee to the enjoyment of common services including electricity, club, water etc. The allottee consents to this arrangement whether the building is transferred to the Association of the Plots buyers or other body corporate and shall continue till such time as the builder terminates the arrangement.

22. As this township known as Crossings Republik in Dundahera, Ghaziabad is being developed by Crossings Infrastructure Pvt. Ltd. as lead party of the consortium after obtaining requisite license and other approvals from the Ghaziabad Development Authority so the allottee(s) shall pay to Crossings Infrastructure Pvt. Ltd. or its nominee/ agency as appointed such charges as may be determined for maintaining various services/ facilities in the township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and any such services and cost towards administrative set up to run the services 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, in addition to the maintenance charges of the building and other charges. The Allottee(s) agrees to pay on demand taxes/ Cess of any kind whatsoever, whether levied now or in future on land and /or Plot (s) as the case may be, from the date of allotment of the Plot and so long as each Plot is not separately assessed or such taxes for the land and/or buildings(s)/tower (s), same shall be payable and be paid by the Allottee (s) in a proportion to the area of his/her/ their Plot (s). Such apportionment shall be made by the Crossings Infrastructure Pvt. Ltd. or any other its agency as appointed, as the case may be, and the same shall be conclusive.

23. That in order to keep the surroundings maintained and in upkeep condition the area around the plots the services of 'Panchsheel Park' shall be handed over to Nagar Nigam Ghaziabad who will be maintaining the services after that and the Allottee shall have no objection to it.

24. That no Allottee may exempt himself from liability for his contribution towards the common expenses by waiver of the use of enjoyment of any of the common areas and facilities.

25. That the Allottee hereby agrees with the Developer to bear any expenses which may be incurred by the Developer on the Allottee's plot due to any change in govt. policies or order from any statutory authority in future.

26. All rates, House Tax/ Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service Tax, Cesses, Levy, Sales Tax, Trade Tax, Metro Cess, VAT, ESI, PF and Taxes of all and any kind by whatever name called and development charges of the land of the Township and other charges whether levied or livable now or in future imposed by any Local Authorities, State Government, Central Government or Court shall be payable and be paid by the Allottee.

- The Allottee(s) will deposit 1 year maintenance in advance at the time of final payment.
- That the Allottee agrees and understand that in order to provide necessary maintenance services, the maintenance of the Said Complex/Said Building may be handed over to the Maintenance Agency.
- The Allottee agrees to enter into a maintenance agreement with the Developer or the Maintenance Agency appointed by the Developer for maintenance and upkeep of the Said Complex (including common areas & facilities) and undertakes to pay the maintenance charges thereof. The Developer reserves the right to change, modify, amend and impose additional conditions in the maintenance agreement at the time of its final execution, The maintenance charges shall become applicable /payable after forty five days from the date of issue of notice of offer of possession, irrespective of whether physical possession has been taken or not, The Allottee shall pay and clear all dues at the time of offer of possession. Further the general monthly maintenance charges as per actual on saleable area and monthly club usage charges shall be payable in advance by the Allottee to the Developer/Maintenance Agency for a period of 12 months only and upon the expiry of said period of 12 months from the date of final completion of the said complex, the same by the allottee on a regular basis.

27. That the central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on cost sharing basis.

ASSOCIATION OF PLOT OWNERS

The Allottee agrees and undertakes that the Allottee shall join association/ society of Plot owners if any formed by the Developer on behalf of Plot owners and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary by the Developer for this purpose.

TERMS OF THE LICENSEE /Ghaziabad Development Authority (GDA)

28. That the project is being executed by the Developer on freehold land which has been purchased by the Developer from Crossings Infrastructure Private Ltd. and its constituents companies for development of group housing project on the aforesaid purchased land. That upon the execution of the sale deed the allottee/s will be bound by all the terms and conditions of the sale deed and performance agreement executed between the Developer and Crossings Infrastructure Pvt. Ltd. in respect of the aforesaid project land.

29. That all the terms and conditions of Sale deed and Performance Agreement between the Developer and Crossings Infrastructure Pvt. Ltd will be mutatis mutandis applicable to the allottee/s.

30. That all the terms and conditions issued by the GDA to the Developer will be mutatis mutandis applicable to the allottee/s.

POSSESSION

31. That the possession of the independent plot shall be offered to the allottee/s only after the execution of the sale deed of the Plot duly registered in favour of the allottee/s. The sale deed shall be executed only after the entire payments and other dues and charges in respect of the allotment are cleared by the allottee/s.

32. That all charges, expenses, stamp duty, official fees etc. towards sale deed including documentation, will be borne by the allottee/s. If the Developer incurs any expenditure towards the registration of the Plot, the same will be reimbursed by the allottee/s to the Developer. In case the stamp duty or other charges payable by the allottee/s to the authority at the time of registration is discounted due to reasons of prior payment of some/all charges by the Developer, such discount availed by the allottee/s shall be reimbursed to the Developer prior to registration.

33. That for computation purposes, the Plots are being allotted on the basis of super area, which means and includes built-up covered area of the Plot plus proportionate share area of area falling under corridors, stairs, passages, lobbies, projections and architectural features, lift wells and rooms, munties, common lobbies and toilets, circulation and refuge areas, balconies, if any and other common spaces within the blocks of the complex. The built-up/covered area of the Plot includes the entire carpet area of the Plot, internal circulation area and proportionate area under internal and external walls and balconies.

34. Notwithstanding the fact that a portion of the common space has been included for the purpose of calculating saleable/super area of the Plot, it is reiterated and specifically made clear that it is only the covered area of the Plot that has been agreed to be sold and to which the allottee/s will have exclusive right and the inclusion of the common areas in the computation does not give any title thereto as such to the allottee/s.

35. That the final super area of the Plots will be intimated after final physical measurement after construction. In case of variation in actual super area vis-à-vis booked super area, necessary adjustments in costs, plus or minus, will be made at the rate prevalent at the time of booking. Super area may vary without any change in the built-up area or dimensions of the Plots.

36. That the sizes given are tentative and can be modified due to technical and other reasons. E.g. change in position or design of the Plot, number of the Plot, its boundaries, dimensions or its area. The Developer shall be liable only for cost adjustment arising out of super area variations.

37. That in case a particular Plot is omitted due to change in the plan or the Developer is unable to hand over the same to the allottee/ for any reason beyond its control, the Developer shall offer alternate Plot of the same type and in the event of non-acceptability by the allottee/s or non-availability of the Plot the Developer shall be responsible to refund only the actual amount received from the allottee/s till then with the Prevailing rate as per RERA, however Developer will not be liable to pay any damages to the allottee/s whatsoever. In case any preferentially located Plot ceases to be so located, the Developer shall be liable to refund the extra charges paid by the allottee/s for such preferential location without any damages or compensation. Further the layout plans shown in the literature is tentative and is subject to change without any objection from the allottee/s.

38. That the possession period agreed upon is only indicative and the Developer may offer possession before that date. In case of early possession, the balance installments shall become due immediately.

GENERAL TERMS AND CONDITIONS

39. That the address given in the application form shall be taken as final unless any subsequent change has been intimated under registered A.D. letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the allottee/s.

40. That the Developer shall have the right to raise finance from any bank/Financial Institution/Body Corporate and for this purpose create equitable mortgage against the construction or the proposed built up area in favour of one or more financial institution and for such an act the allottee/s shall not have any objection and the consent of the allottee/s shall be deemed to have been granted for creation of such charge during the construction of the complex. Notwithstanding the foregoing, the Developer shall ensure to have any such charge, if created, vacated on completion of the complex and, in such a case, before the transfer/conveyance of the title of the Plot to the allottee/s.

41. That the allottee/s agrees to furnish his/her Permanent Account Number (PAN) or Form No.: 60, as the case may be within 30 days from the date of execution of this allotment letter, if not furnished earlier.

42. Making no encroachments on the common spaces in the building.

43. That the allottee/s shall not use or allow to be used the Plot for any non-residential purpose or any activity that may cause nuisance to other allottee/s in the complex.

44. That in case of transfer of allotment/ownership of Plot, a transfer fees as prescribed by the Developer shall be payable by the allottee/s to the Developer.

45. That in case of Non Resident Buyers, the observance of the provisions of the Foreign & Management Act, 1999 and any other law as may be prevailing shall be responsibility of the allottee/s.

46. That the allottee/s has fully satisfied himself/herself about the interest and title of the Developer in the said land on which the Plot as a part of group housing project is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the allottee/s in this respect.

47. That in case of joint Allottee (s), the Developer may, at its discretion, without any claim from any person deem correspondence with any one of the joint allottee/s sufficient for its record.

48. That for all intents and purposes, singular includes plural and masculine includes feminine.

49. That all the disputes or disagreements arising out of in connection with or in relation to this allotment shall be mutually discussed and settled between the parties.

50. Allottee (s) has gone through the contents of the sale deed and the performance agreement in favour of the Developer in respect of the said land and Allottee (s) has fully satisfied himself about the interest and the title of the Developer in the said land on which the Plot as a part of group housing is being constructed and has understood all limitations and obligations in respect thereof.

51. That in case of any dispute between the co-allottee/s, the decision from the competent court shall be honored by the Developer.

52. That the High court of Allahabad and the courts subordinate to it at Ghaziabad alone shall have jurisdiction in all matters arising out or in connection with this Allotment.

53. That the said Project shall always be known as '**Panchsheel Park**' and this name shall never be changed by the Allottee or anybody else.

54. That delay or indulgence by the Developer in enforcing the terms of this Agreement or any forbearance or giving of time to Allottee shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee nor shall the same in any manner prejudice the rights of the Developer to enforce this agreement.

55. That, if any provision of this Agreement 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 Agreement and to the extent necessary to conform to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. It shall not render this Agreement void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.

56. The Developer will grant the approval of the building plan after being submitted in its designated office by the allottee(s) and will charge the fees based on the actual cost and the fees payable to that controlling authorities. The allottee(s) agrees to pay the same. The approval facility extended to the allottee(s) by the Developer will be based on the size of "Plot".

57. That in case the Allottee wants to avail loan facility from financing bodies or his employer to facilitate the purchase of the Plot, the Developer 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 Developer payment schedule will rest exclusively on the Allottee.

58. That the Developer will be free to prescribe the procedure in such a way that the Malwa charges and other charges which are otherwise payable in case of old town area but the benefit of which is being passed on the allottee(s) then the allottee(s) will be facilitated on making payment of proportional amount only, as may be proscribed by the Developer.

59. That the Allottee shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the Application Form for allotment of the said Plot shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid. In case of joint Allottee, all communication sent by the Developer to the first Allottee shall be sufficient and shall be presumed as due service to all Allottees. All letters, receipts, and/or notices issued by the Developer or its nominees and dispatched by Registered Post to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee. For the purpose of convenience, the Allottee has reconfirmed his Correspondence Address, Current Address and Permanent Address separately vide 'Annexure-C', any change thereof to be notified by the Allottee to the Developer in writing only.

60. 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 Developer in his favour at his own cost and expenses and to keep the Developer fully absolved and indemnified in this connection.

For 'A R Infratech'

I/We hereby accept the allotment On the
terms and conditions mentioned Herein ab

(Director)

(Signature of the Allottee/s)

WITNESSES:

1.

2.

