

This e-Stamp certificate no: _____ is an integral part of the allotment letter issued on dated **DD/MM/YYYY** between **M/s. AMETEK BUILDTECH INDIA PVT LTD & Allotee/s**, for unit no: **(000000/Plot # 0000)** in project called **SPORTS COMPLEX** situated at **Sec-27, Plot No. SC-02D Greater Noida (W) U.P.-201308**.

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PROVISIONAL ALLOTMENT LETTER

This forms an integral part of provisional Allotment made at New Delhi on this ____ day of _____ between **AMETEK BUILDTECH INDIA PVT LTD** having, its registered office at **A-8B, 2nd Floor Friends Colony East New Delhi-110065**. (hereinafter referred to as the COMPANY, which expression shall include its assigns, representatives etc. unless at subject and context required otherwise) of the One Part; and

Allotee/s

(Hereinafter referred to as the intending purchaser(s) which expression shall include his/her/their respective legal heirs. Successors. executors, transferees and assignees) of the other part for the Residential Unit No. **0000 / Plot # 000** in Tower/Block **00** in the project called **SPORTS COMPLEX** situated at **Sec-27, Plot No. SC-02D Greater Noida (W) U.P.-201308**.

This provisional allotment is subject to the fulfillment of terms and conditions as detailed below which shall prevail over all other terms and conditions given in Company's brochures, advertisements, price list, sale documents and any previous correspondence except the terms and condition as explained and consented by the intending purchaser(s) in the previously executed booking form / application. This also cancels all previous Allotment Letters issued, if any, to intending purchaser(s) against his/her application for allotment of this unit.

UNIT DETAILS :

Booking Date	DD/MM/YYYY
Tower / Block	00
Unit No.	000000 / Plot # 000
Floor	
Super Area	000 Sq.Yd.
Type	

Measurement Scale :

1 square meter = 10.7639 square feet , 1 square meter = 1.19599 square yard
1 meter = 1.09361 yard , 1 meter = 3.28084 feet

COST OF UNIT:

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S.No.	PARTICULARS	AMOUNT(Rs.)*
1	BSP-Basic Sale Price	XXXXXX
2	Pref. Loc. Chg.	XXXXXX
3	Elect. Chg	XXXXXX
4	Power Backup	XXXXXX
5	EDC/IDC	XXXXXX
6	Lease Rent	XXXXXX
7	Club Membership-Val	XXXXXX
	TOTAL	XXXXXX

Rupees in words: _____ rupees only*.

PAYMENT PLAN: C D

The total payment has to be made by the intending purchaser(s) as per following schedule:-

Installments	Amount(Rs.)*
Installmnt-1	XXXXXX
Installmnt-2	XXXXXX
Installmnt-3	XXXXXX
TOTAL	XXXXXX

***Tax & Levies extra as applicable.**

Note: The above mentioned milestones/stages for payments of installments are based on projection. In case of any delay / advancement in the above mentioned milestones/stages of payments, the same shall be informed to the intending purchaser by ordinary post and/or email and the date mentioned in the such intimation letter and/or email shall be reckoned as due date for payment. In case of non payment of installment by due date, the intending purchaser shall be liable to pay interest @ 2% per month or any part of a month subject to the provisions of the T&Cs of the present provisional allotment letter.

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PROJECT DETAIL:

The land use of the project encompasses 28% residential area including Group Housing, 70% Recreational area (Sports, Institutional & Other Facilities and Open Areas) and 2% commercial area . The Company shall provide the sports and institutional facilities as per the specifications laid by The Greater Noida Industrial Development Authority (GNIDA) alongwith other activities to support the developments of the Sports City . The details of the Projects are governed by Scheme Code SC-02/2014-15 issued by GNIDA.

PREFERENTIAL LOCATION CHARGES (PLC) : Preferential Location Charges, which are over and above the Basic Price as mentioned above or in the price list and various clauses of this Provisional Allotment Letter for providing the various facilities, shall become payable as per conditions of the applicable price list.

ADDITIONAL CHARGES (AC) : Additional charges, that are over and above the Basic Sale Price as mentioned in the applicable price list and various clauses of this Provisional allotment letter for providing various facilities, shall become payable as per conditions of the applicable price list.

POSSESSION OF THE UNIT: The possession of the unit shall be delivered subject to the timely payment of the entire cost of the unit apart from escalation charges, facility charges, registration charges, etc. and any other charge(s) as may be intimated by the company before or at the time of offer of possession. The intending purchaser(s) shall pay his/her complete remaining payment/possession amount within 30 (thirty) days from the date of issuance of the letter of offer of possession. If the intending purchaser(s) fails to make above stated payments and take possession within 30 days from the date of issuance of NOC by the company, then an interest at the rate of 2% per month shall be charged on the outstanding amount. The intending purchaser(s) shall also be liable to pay Holding Charges to be calculated on monthly basis, to the Company for the entire period commencing from the date of issuance of NOC by the Company till the date of taking physical possession of the allotted unit. The rate/amount of holding charges shall be decided by the Company from time to time . The intending purchaser(s) shall also pay monthly maintenance charges to the nominated agency of the company for maintaining the apartment complex/project during such period at the rates fixed by the company or by the nominated agency of the company.

1. The Possession of the allotted unit shall be given to the intending purchaser(s) by the company by **MMM, YYYY** However, this period can be extended for a further grace period of **6 (Six)** months. The possession clause is subject to the timely payment of all installments and other dues by the intending purchaser(s) and the intending purchaser(s) agrees to strictly abide by the same .
2. The Company hereby agrees to pay penalty to the Allottee(s) @ Rs. **45.00/- (Fortyfive rupees Only)** per (Sq.Yd.) of area of unit per month for any delay in handing over possession beyond the given date plus grace period of **6 (Six)** months and upto the offer of possession or actual physical possession, whichever is earlier. However, any delay in project execution or its possession caused due to force majeure conditions and/or any judicial pronouncement and/ or any agitation by farmers / land owners etc.,shall be excluded from the aforesaid possession period. The delay penalty amount will be calculated after the lapse of the grace period and outstanding amount shall be adjusted against the provisional booking. However, if the intending purchaser(s) has made full payment against the provisional booking, the delay penalty amount shall be paid to the intending purchaser(s) at the time of handing over of possession of the Unit. . The penalty clause will be applicable to only those intending purchaser who have not booked their unit under any special/beneficial scheme of the company i.e. No EMI till offer of possession, subvention scheme, assured return scheme etc. and who have made all payment within the defined payment schedule. Timely payment of due installments including all additional charges as per the payment plan given in the Provisional allotment letter shall be mandatory.

TERMS AND CONDITIONS: Detailed Terms and conditions of this Provisional Allotment Letter are given below and the same have been understood, consented and acknowledged by the intending purchaser(s) and shall be binding on both the parties.

Place:

Date:

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TERMS & CONDITIONS

A. PAYMENTS

1. That the timely payment of Installments as indicated in the Payment Plan on page No. 2/3 is the essence of the present provisional allotment. If the payment is not received within the stipulated period or in the event of breach of any of the terms and conditions of this agreement by the intending purchaser(s), the provisional allotment will be cancelled and balance payment will be refunded without any interest, after deductions of cancellation charges i.e. 15% of the total price of the unit. Such refund(s) shall only be made after the cancelled units has been booked by another intending purchaser and the refund against cancellation shall be made within 180 days from the date of re-booking of such cancelled unit. After cancellation, the intending purchaser(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said unit and the company shall thereafter be free to resale and/or deal with the said unit in any manner whatsoever at its sole discretion. In case the Company in its absolute discretion, allow any latitude in the payment of the Installments, interest @ 2% per month or for any part of a month will be charged for the period the payment is not made. In case amount paid by the allottee(s) is less than the aforesaid amount of 15% of the total cost of the unit, the entire money paid by the intending purchaser(s) shall be forfeited by the company to which the intending purchaser gives express consent.
2. For preferentially located unit, extra charges as given in the payment plan, will be paid additionally. It is also agreed between the parties that if due to any change in the building plan if any allotted unit becomes preferentially located later on, then the intending purchaser(s) shall be liable to pay Preferential Location Charges ("PLC") as calculated and demanded by the Company against such unit. The intending purchaser(s) in terms of UP Apartment Act, 2010, gives his/her/their/its consent to the company to make alterations in the layout building plan, floor plan, unit plan, positioning of tower(s), use of permissible floor area ratio ("FAR") etc., including but not limiting to, to meet the requirement(s) arising out of any unforeseen circumstances or for betterment of project at any point of time during the execution and completion of project.
3. That in case the intending purchaser, at any time, desires for cancellation of the provisional allotment for any reason whatsoever, then in such case 15% of the total cost/price of the unit shall be forfeited as cancellation charges to partially make good the loss to the Company on account of such cancellation affecting future commitments, holding cost of unit, manpower cost, reduced cash flow, project re-schedule, increase in cost of project etc. and the balance, if any, shall be refunded without any interest in the following manner:
 - (a) The refundable amount, after deduction as explained above shall be paid to the intending purchaser(s) after the cancelled units has been booked by another intending purchaser and the refund against cancellation shall be made within 180 days from the date of re-booking of such cancelled unit subject to the receiving of e cancellation application / affidavit and proper documents from the intending purchaser(s) for such cancellation by the company.
 - (b) No interest shall be payable by the company for the said period .
 - (c) If the amount paid by the intending purchaser(s) is less than the amount to be deducted as above, the entire money paid by the intending purchaser(s) shall be forfeited by the company.
4. However, If the Company fails to refund within period of six months, then the intending purchaser(s) shall be entitled to interest @ 6% (six percent) per annum on the net amount of money to be refunded to the intending purchaser(s).
5. That in case intending purchaser(s) wants to avail a loan facility from any Bank/Financial Institution/Agency to facilitate the purchase of the said booked unit, then the following conditions shall

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apply in this case:

- (i) The intending purchaser(s) shall arrange/avail the loan facility from Bank/Financial Institution/Agency on its own and the company shall not be responsible or liable for the sanctioning and/or non-sanctioning of the same in any manner whatsoever.
 - (ii) In such case the intending purchaser(s) shall ensure that the installment as stipulated in payment plans are paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency.
 - (iii) If in such case the Installment are not paid on due dates as stipulated in payment plan above, the company shall act as per clause 3 of this provisional allotment letter, notwithstanding anything contrary to this contained in any other agreement executed among the Company, the Buyer and the Bank/Financial Institution/Agency. The right of the company shall remain unaffected irrespective of the arrangement between the Bank/Financial Institution and the intending purchaser.
 - (iv) In case the Bank/Financial Institution/Agency makes the lump sum advance payment for the Cost of unit, the Company shall not be liable to pay interest or any other charges to the intending purchaser(s) for receiving the payment before due date(s).
 - (v) In case of non-sanctioning of loan, the intending purchaser(s) shall ensure to pay the installment as per the payment plan from his/her/its own source(s), failing which the intending purchaser(s) shall be governed by the provisions of Clause 3 of the provisional allotment letter.
6. That it is agreed between the parties that if the intending purchaser(s) avoids/delays the payment of his/her installment/dues/possession amount for more than 1(one) month from its due date then the company reserves its right and the intending purchaser(s) allows the company to cancel the provisional booking/allotment of the allottee without any further information to the main intending purchaser(s) and refund its money as per the provisions of clause no 3 of the Provisional allotment letter.

B. CONSTRUCTION AND COMPLETION OF UNIT

7. That the specifications for the allotted unit are shown in the sale brochure. The intending purchaser(s) has satisfied himself/herself/themselves/itself with the detailed drawings, approvals and sanctions received with respect to the project, especially the scheme bearing code SC-02/2014-15 of GNIDA subject to the other terms and conditions of this provisional allotment and after the payment of all cost/charges and dues as per the payment schedule, the intending purchaser(s) shall have the ownership of the specific area of his independent floor, right to exclusive use of the earmarked terrace area/basement wherever applicable, right to exclusive use of the earmarked allocated parking space and the right to use common area and facilities along with other independent unit owners. It is also agreed by the intending purchaser(s) that any additional/better specifications for the individual unit requested by the intending purchaser(s), well in time, may be provided, if technically feasible, for which extra charges as demanded by the company shall be payable by the intending purchaser.
8. That the company may on its own modify/delete/alter/improve specifications and/or facilities as mentioned in the sale brochures due to technical reasons/due to popular demand / unavailability of certain material(s) or for overall betterment of the complex/individual unit or for any other reasons beyond the control of the company or due to market conditions. The allottee(s) in terms of UP Apartment Act, 2010 gives his/her/their/its consent to the company to modify/delete/alter/improve such specifications and/or facilities and/or FAR and/or building plan(s) etc. on aforementioned reason(s). The proportionate increase in cost due to such changes will be borne by the intending purchaser(s).
9. The drawing / plan / design of the project and of the allotted unit, have been physically seen and

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checked by the intending purchaser(s) and the same are approved by/submitted for approval to the concerned local authority/GNIDA. However, the drawing(s), plan(s), design(s), height, location, area, site plan etc. can be changed by the sanctioning authorities/Company during the course of construction for technical reasons, for overall betterment of the complex/ individual unit, due to market conditions or for any other reasons beyond the control of the Company and the intending purchaser(s) in terms of UP Apartment Act, 2010, consents/agrees not to object such changes done at any point of time. It is also agreed between the intending purchaser(s) and company and consented by the intending purchaser(s) in terms of UP Apartment Act, 2010 that in case the concerned authority allows additional floor area ratio as a policy at any time, then the company shall be fully entitled to use that extra floor area ratio applicable to the project and shall also be entitled to effect changes in the original drawings/design/plan of the unit/tower/project accordingly without any obligation towards such intending purchaser(s) or apartment owner(s).

10. That the completion of the unit will be done as per the projected date of the Company subject to receiving the entire cost and other payment as per the payment schedule of the Provisional Allotment Letter. However, if the intending purchaser(s) opts to pay the cost in advance of the scheduled time, a suitable discount may be allowed by the Company on its discretion but the completion schedule shall remain unaffected. In case the intending purchaser(s) insists for early completion of the unit, the Company may try to do the same. In such case, the discount offered on advance payment shall proportionately be reduced but early completion of the unit shall in no case be binding on the Company.

C. MAINTENANCE OF THE COMPLEX

11. The company will undertake maintenance of the project/complex either directly or through its nominated Maintenance Agency(ies). The maintenance services will include upkeep of all common areas i.e. walls, partitions, drains, sewers, pathways, parks, parking areas, corridors, outer facade, maintenance of generator sets, electrical installations, lifts, escalators and overall security/watch and ward arrangements. The cost of such maintenance services along with all applicable taxes will be paid by the intending purchaser(s) as per their respective super area of allotted unit. The rates per sq.ft. for maintenance (to be called as Common Area Maintenance Charges or CAM) will be intimated to the intending purchaser(s) by the Company / nominated Maintenance Agency from time to time. All fittings and fixtures inside the unit sold will be maintained by the intending purchaser(s). The intending purchaser(s) or apartment owners shall have no right in the appointment or termination of such nominated Maintenance Agency by the company.
12. That an Interest Free Maintenance Security (IFMS) for meeting future expenses incurred for replacement/major repair of capital goods, i.e. DG Set, Lifts etc. used in the maintenance and upkeep of the project/complex shall be payable by the intending purchaser(s) to the Company as mentioned in the payment plan.. The amount to be deposited as IFMS shall also be calculated according to the super area of the allotted unit. The maintenance and upkeep of the project or part thereof shall commence from the 61st day of issuance of Noc by the Company to the intending purchaser(s). The intending purchaser(s) shall be liable to pay monthly maintenance charges from the date of such letter as per the super area of his/her unit. It is further made clear that the intending purchaser(s) shall pay one year maintenance charges in advance on receipt of the said Letter of Offer of Possession. After one year, the monthly maintenance charges as intimated to the intending purchaser(s) by the Company/Maintenance Agency from time to time, shall be payable by the intending purchaser(s) in advance by the seventh day of that month. In case of delay in receipt of monthly maintenance charges within this period, interest @ 2% per month or for any part of a month shall be charged for the period of delay. In the event of default in payment of maintenance charges for 2 continuous months, the Company / its nominated maintenance agency will be entitled to effect disconnection and/or disruption of the services to defaulting intending purchaser(s) that may include disconnection/ disruption of water/sewer,

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power/power back up and/or garbage removal and/or debarment from usage of any or all common facilities within the complex. The company reserves the right to enhance the maintenance charges payable by the intending purchaser(s) keeping in view the cost of maintenance of the complex. The company may maintain the complex or may outsource any or all maintenance services to outside agencies and authorize them to do all acts necessary in this regard. The intending purchaser(s) agrees and undertakes to sign a separate "Maintenance Agreement", with the company or with the nominated maintenance agency undertaking the maintenance services of the complex before taking possession of the allotted unit. Incase the intending purchaser books his/her/its unit under any preferential scheme with a waived off IFMS, he/she/it shall make such payment to the company before the Apartment complex is handed over to RWA.

13. That the internal maintenance of unit including walls and partitions, drain, pipes etc., shall be the exclusive responsibility of the intending purchaser(s) from the date of offer of possession. Further, the intending purchaser(s) will neither himself do nor permit anything to be done which damages any part of the building, staircase, shafts, common passages, adjoining units etc. or violates the rules or bye-laws of the local authorities, Maintenance Agency or the Association of intending purchaser(s). The intending purchaser(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the company shall rectify such damages and shall recover the expenditure incurred on such rectification from the intending purchaser(s).
14. That the Company shall provide power back up facility to the intending purchaser(s) and for that purpose, a separate prepaid meter shall be installed for recording the power back up consumption. The intending purchaser(s) shall pay power back up charges as per the reading of this meter at the rates decided by the Company / nominated maintenance agency along with applicable taxes. The intending purchaser(s) shall not install any individual electric generator to get power back up. The normal electricity supply shall also be provided by the company / nominated maintenance agency through a prepaid sub meter at the rates decided by the company / nominated maintenance agency. The charges for water consumption shall be included in the maintenance charges (CAM).
15. That the load of electricity and power back up provided to the intending purchaser(s) is mentioned in the provisional allotment letter under column explaining the cost of the unit. However, if due to any reason, if the intending purchaser(s) wants to increase its electricity load / power back up load then the same may be increased by the nominated maintenance agency depending upon the availability of extra / surplus load with it. The intending purchaser(s) agrees and consents to pay the rates / price for increased load as decided by the nominated maintenance agency for providing the same.
16. That it is consented by the intending purchaser(s) that after possession of the allotted unit, he/she along with other intending purchaser(s) shall form a Resident Welfare Association as per the provisions of the UP Apartment Act, 2010 or any other relevant State Apartment Act. The intending purchaser(s) further undertakes that he/she shall always follow and abide by all rules, by laws and provisions of the UP Apartment Act, 2010 or any other relevant State Apartment Act applicable to him and the RWA so formed.
17. That in case maintenance of the complex is handed over to the Association of the intending purchaser(s), only common services shall be transferred to the Association of Allottee(s). Spaces like central plaza, terrace, certain areas in basement, club, restaurant, shopping area, golf and sports facilities as defined in the Scheme Code- SC-02/2014-15 of GNIDA. shall not be handed over to the association and will be owned by the company and these areas may be developed or sold to any agency or individual as the case may be, on any terms and conditions as the company may deem fit.
18. That the intending purchaser(s) will allow the complex Maintenance Agency to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

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D. TERMS OF LOCAL AREA DEVELOPMENT AUTHORITY

19. That this residential project is being developed by the Company on the land leased by the Greater Noida Authority for a total period of 90 years. The lease deed is registered in Book No I as Document No 14142, Volume No 18352 from Page No. 299 to 366 on dated 01-07-2015 with Sub-Registrar, Greater Noida, UP. The registration of the sub-lease deed / sale deed of the individual unit will be executed in favour of the intending purchaser(s) by the Company. That upon the execution of the said sub-lease deed / sale deed in favour of the intending purchaser(s), the intending purchaser(s) shall also be bound by the terms of the Lessor (Greater Noida Authority) given in lease deed and shall use the allotted unit for the residential purpose only.
20. That the intending purchaser(s) has fully satisfied himself about the interest and the title of the Company in the said land on which the unit as part of project is being constructed and has understood all limitations and obligations in respect thereof and there will be no objection by the intending purchaser(s) in this respect in future.
21. That all taxes or charges, by whatever name called, levied on land or building, levied by any authority/Govt. shall be borne and paid by the intending purchaser(s). The intending purchaser(s) also undertakes to pay all extra financial costs/surcharges/compensation to farmers, which may be imposed by the Govt. due to any statutory order, Court order / judicial pronouncement or local development authority notifications. However, so long as each unit of the said complex is not assessed separately for the taxes, all the intending purchaser(s) shall pay proportionate share of taxes/costs/surcharges/compensation to farmers, assessed on the whole complex. If such taxes/costs/charges/compensation to farmers are increased with retrospective effect after the execution of the Sub Lease Deed / sale deed then these charges/cost/surcharges/ compensation to farmers, shall be treated as unpaid price of the unit and the company shall have right to recover the equivalent amount from the intending purchaser(s) and the intending purchaser(s) shall pay that demanded amount to the Company without any objection.
22. That the company shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines. However, external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to internal services, are to be provided by the Development Authority/Local Authority as the case may be.
23. That all the terms and conditions for allotment of the land by the Greater Noida Authority contained in the lease deed will be mutatis mutandis applicable to the intending purchaser(s).
24. That it has been informed to the intending purchaser(s) that a certain percentage of the total area of the project has been allowed to be developed and used for commercial purposes by the Authority. The Company shall construct commercial units within that permissible area as per its discretion.

E. POSSESSION OF UNIT

25. The possession of the Unit shall be given by **JULY, 2023** or extended period as permitted by the agreement. However, the company hereby agrees to compensate the intending purchaser(s) @ **5.00 (Five rupees Only)** per (Sq.Yd.) of area of the unit per month for any delay in handing over possession of the unit beyond the given period plus the grace period of **6 (Six)** months and upto the Offer Letter of Possession or actual physical possession whichever is earlier. However, any delay in project execution or its possession caused due to force majeure conditions and/or any judicial pronouncement shall be excluded from the aforesaid possession period. The compensation amount will be calculated after the lapse of the grace period and shall be adjusted or paid, if the adjustment is not possible because of the complete payment made by the allottee(s) till such date, at the time of final account settlement before possession of the unit. The penalty clause will be applicable to only those intending purchaser(s) who have not booked their unit under any special / beneficial scheme of the company i.e. No EMI till offer

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of possession, subvention scheme, assured return etc. and who honour their agreed payment schedule and make the timely payment of due installments and additional charges as per the payment plan given in provisional allotment letter.

26. That it is agreed by the intending purchaser(s) that the possession of the allotted unit shall be given only after the payment of all dues by the intending purchaser(s).
27. That all the charges expenses, stamp duty, official fee, incidental charges etc. towards the execution and registration of Sub Lease Deed / lease deed including documentation, will be borne by the intending purchaser(s). If the Company incurs any expenditure towards the registration of the allotted unit in favour of the intending purchaser(s), the same shall be reimbursed by the intending purchaser(s) to the Company. The intending purchaser(s) agrees to execute and register the Sub Lease Deed / sale deed immediately after receiving such intimation from the Company in this regard failing which the allottee(s) authorizes the Company to cancel the allotment and/or impose holding charges for the entire period of delay in registration.
28. That the intending purchaser(s) shall get exclusive possession of the built up area of his/her unit and will be transferred the title of this area along with proportionate undivided interest in the land under his/her block. The intending purchaser(s) shall have no right, interest or title in the remaining part of the complex such as parks, approach road, etc. except the right to ingress and egress in the common area. These and the land for other common facilities shall remain the exclusive property of the company. The right of usage of common facilities is subject to observance by intending purchaser(s) covenants herein and up to date of payment of all due amounts to the company.
29. That for the computation purposes, the units are being allotted on the basis of super area, which means and includes built up covered area of the unit plus proportionate share 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 block of complex. The built-up covered areas of the unit includes the entire carpet area of the unit, internal circulation area and proportionate area under internal and external walls and balconies. The built up area shall be measured from outer edge of the wall if it is not common and from the center of the wall if it is common. The method of calculation of the super area/built up area by the company shall be binding upon all the intending purchaser(s).
30. That the final super area of the allotted units will be intimated after final physical measurement post construction. In case of variation in actual super area vis-a-vis booked super area, necessary adjustments in cost plus or minus, will be made at the rate prevalent at the time of the booking. Super area may vary without any change in built up area or dimension of the units. Similar measurements and calculations will be done for exclusive open spaces and terrace area also wherever applicable as per the terms of the provisional allotment letter.
31. That the details about the unit and the complex as given in plans are tentative and can be modified due to technical and other reasons. It may means changes in position or direction of the unit, number of the units, its boundaries, dimensions, height or its area. The intending purchaser(s), in terms of UP Apartment Act, 2010, gives his/her/their/its consent to the Company to modify/delete/alter such specifications and/or facilities on aforementioned reasons.
32. That in case a particular unit is omitted due to change in the plan or the company is unable to handing over the same to the intending purchaser(s) for any reason beyond its control, the company shall offer alternate unit of the same type and in the event of non-acceptability by the intending purchaser(s) and/or non-availability of alternate unit, the company shall be responsible to refund only the actual amount received from the intending purchaser(s). The intending purchaser(s) hereby agrees that in such case he shall not be entitled to claim any damages or compensation of any nature whatsoever from

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the Company. In case any preferentially located unit ceases to be so located, the Company shall be liable to refund extra charges paid by the intending purchaser(s) for such preferential location without any damages or compensation.

33. That the intending purchaser(s) after taking possession of the unit, shall have no claim against the company in respect of any item or work in the unit, which may be said not to have been carried out or for non-compliance of any designs, specifications buildings material or any other reason whatsoever.

F. GENERAL TERMS AND CONDITIONS

34. That the said residential complex shall always be known as **SPORTS COMPLEX** or such other name as may be decided by the company and the name of the project shall never be changed by the intending purchaser(s) or anybody else.
35. The terms and conditions of the present provisional allotment letter as stated and agreed by both the Company and the intending purchaser(s) shall be enforceable and applicable till the time the intending purchaser(s) is the legal owner of the allotted unit. The terms and conditions of the sub-lease deed / sale deed shall be in addition of the terms and conditions of the provisional allotment letter and shall not supersede the same.
36. That 15% of the total price of the unit shall constitute the Earnest Money which is primarily the security for due performance of the agreement and consequently shall be forfeited in case of non-fulfillment of the terms of allotment/cancellation and shall not be refunded in any case whatsoever.
37. That the address given in the booking form shall be taken as final unless any subsequent change has been intimated to the Company through registered / speed post letter / email. All demand notice, letters, etc. posted at the given address shall be deemed to have been received by the intending purchaser(s) That in case of joint allotment, all correspondence i.e. demand notices, letters, etc. shall be sent only to the given address of the main intending purchaser(s) and the same shall be deemed to have been served to all co- intending purchaser(s) (s).
38. That the company 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 institutions and for such an act the intending purchaser(s) shall not have any objection and the consent of the intending purchaser(s) shall be deemed to have been granted for creation of such charge during the construction of the complex.
39. That the basis of calculating the proportionate charges payable by any intending purchaser(s) will be in proportion to the super area of the unit to the total super area of units affected by that charge.
40. That the intending purchaser(s) may undertake minor internal alteration in his/her unit only with the prior written approval of the Company/Concerned Statutory Authorities/ Maintenance Agency. The intending purchaser(s) shall not be allowed to effect any of the following changes/alterations.
- (i) Changes which may cause damage to the structure (column, beams, slabs, etc) of the block or the unit or to any part of adjacent units. In case damage is caused to adjacent unit(s) or common area, the intending purchaser(s) will get the same repaired failing which the cost of repair may be deducted from the intending purchaser(s) IFMS.
 - (ii) Changes that may affect/change/damage the facade or common area of the building, e.g. changes in windows, outer glass walls, tampering with external treatment, changing the paint color of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structure, hanging or painting of signboards, etc. The

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intending purchaser(s) shall not put any sign-board/ name plate, neon sign/light, publicity material or advertisement material etc. on the face/facade of the complex or any where on the exterior of the said complex or common area.

- (iii) That the intending purchaser(s) shall not make any encroachment on the common spaces in the building/complex.
41. That the intending purchaser(s) shall not use or allow to be used the unit for any activity that may cause nuisance to other intending purchaser(s) in the complex or which is in violation of rules/regulation/bye-laws of the maintenance agency and/or concerned local authorities.
42. The intending purchaser(s) if residing outside India, shall be solely responsible to comply with all necessary formalities, as laid down in applicable Foreign Exchange Management Act, RBI Acts or Rules and/or any other law governing remittance of the payment, for obtaining requisite permission for acquisition of property. In case the permission for the acquisition of the flat is not granted to the intending purchaser(s) the amount received by the Company will be refunded in full to the intending purchaser(s) without any interest and compensation, subject to the restrictions laid down by Reserve Bank of India / Govt. of India in this regard.
43. That the intending purchaser(s) agrees that if due to force majeure, any reasons beyond the reasonable control of the company, or due to any legislation, order or rule or regulation made or issued by the Govt. / Authority(ies) in future or if any matter, issues relating to approvals, permissions, notices, notifications by the Govt./competent authority(ies) and/or due to any matter relating to the project or its allotment/construction becomes subject matter of any suit/writ before a competent court, then the possession of the allotted unit may get delayed and/or whole or part of the said project may be abandoned. In such situations, no other claim will be preferred except that the intending purchaser(s) money shall be refunded without any interest and compensation on compliance of necessary formalities by the intending purchaser(s) in this regard.
44. That the intending purchaser(s)/hereby undertakes/s and confirm/s that in case the Developer/promoter acquires/purchases any additional FAR from the concerned authorities in terms of the U.P. Apartments Act 2010 and/or makes any changes in the layout/ building plan, with respect to the said Project in present or future, the intending purchaser(s) shall have no objection of any nature whatsoever and the Developer/promoter shall be free to use and utilize such additional FAR in its sole discretion, without having any interference from the intending purchaser(s) in this regard. However, the developer/promoter may use such additional FAR for the common benefits of such intending purchaser(s). Further, the intending purchaser(s) upon becoming the Owner of his/her/their allotted unit/apartment, shall grant his/her/their unconditional consent to the Developer/ promoter for the purchase of additional FAR and the undertaking provided herein by the intending purchaser(s) shall be a deemed consent on the part of such intending purchaser(s), who later on becomes the owner of such allotted Unit/Apartment.
45. That all the charges payable to various departments for obtaining service connections to the unit like electricity, telephone, water, gas, pipeline etc. including security deposit for sanction and release of such connections as well as informal charges pertaining there to will be payable by the intending purchaser(s).
46. That in case of joint allotment, the Company shall correspond or prefer claims with main intending purchaser(s) and such correspondence with the main intending purchaser(s) shall be deemed sufficient for its record and purpose.
47. That the price of the allotted unit is subject to escalation in the prices of construction material and labour cost and the same shall be paid by the intending purchaser(s) to the company over and above the allotted unit price as mentioned in this provisional allotment letter and earlier in price list and

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booking form. The period for which the escalation charges shall be calculated will be from the date of booking and upto the date of possession as given in the provisional allotment letter. The escalation charges shall be calculated as per the company policy on the basis of RBI Index and the same shall be paid at the time of the possession of the allotted unit.

48. That if any misrepresentation/concealment/suppression of material facts is/are found to be made by the intending purchaser(s) or its representative submitting such documents, the entire money deposited by the intending purchaser(s) with the company shall be forfeited and legal action for such representation/concealment/suppression shall be initiated.
49. That all or any disputes arising from or out of or touching upon or in relation to the terms or formation of this provisional allotment or its termination, including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which, the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments, modifications or re-enactment thereof for the time being in force. A sole arbitrator, appointed by the Developer, shall hold the arbitration proceedings at New Delhi. The decision of the Sole Arbitrator including but not limited to costs of the proceedings/award shall be final and binding on the parties. The intending purchaser(s) hereby confirms that he/she shall have no objection to such appointment and proceedings of arbitration.
50. That all the terms and conditions of the provisional allotment shall be governed by and construed in accordance with the laws of India. Subject to arbitration clause, that the Courts at New Delhi alone shall have the jurisdiction in all matters arising out of or touching upon or concerning this provisional allotment.
51. All payments in respect of the Allotment money, Installments and / or any other charges shall be made by the intending purchaser(s) in the name of the company, unless otherwise specifically informed by the Company to the intending purchaser(s). Company shall not be responsible/accountable for any payment made in cash or through cheque to agent/ broker/channel partner/any third person. The Developer shall also not be responsible/liable for any assurances, promises etc. given by agent/broker/channel partner/any third person regarding allotted unit/project, payment plan, cost of the unit, facilities in the unit, etc. which is not authorized by the Developer and/or is not given in the sale brochure, booking form and buyer developer agreement regarding the unit.
52. That if the intending purchaser(s) makes payment through cheque/s, and cheque/s is dishonored due to any reason whatsoever, the Company shall be entitled to charge Rs.1000/- (Rupees One Thousand only) per instance from the intending purchaser(s).
53. That in case of any dispute between the Co- intending purchaser(s) the decision from the competent Court shall be honored by the company. However, in such case the co-applicant, either collectively or severally, shall ensure that the installments are paid in accordance with the agreed payment plan, failing which, the Co- intending purchaser(s) shall be governed by the provisions of clause 1 above and the refundable amount, if any according to the terms and conditions contained in this provisional allotment letter, shall be paid to the Co- intending purchaser(s) in proportion to the amount received from them.
54. The intending purchaser(s) has seen and accepted the plans, designs, specifications which are tentative and the intending purchaser(s) authorizes the Company to effect suitable modifications/alteration in the layout plan/building plans, designs and specifications as the Company may deem fit or as directed by any competent authority(ies). Any increase/decrease in super area of the unit will be charged/refunded.
55. The Company shall be responsible upto two years from the date of possession regarding construction and structural defects in the building and shall get such defects removed at its own cost. The defect

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liability shall be limited to the defects in the construction/structure in the building only and the Company shall get such defects removed at its own cost upto two years. However, air cracks in plaster, war page in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damages resulting from war, flood, earthquakes, accident, riots, terrorist attack, illegal activities, strike, natural calamity, Act of God, and/or any damages caused by the negligence or deliberate act of the allottee or his/her representative. The defect liability is not applicable on bought out items most of which are covered under warranty by their manufacturers..

56. The intending purchaser(s) is entitled to get the name of his nominee(s) substituted in his/her place. However, such substitution shall be at the discretion of the Company and will need its prior written approval from the Company. Any change in the name of intending purchaser(s) (including addition/deletion) as registered/recorded with the Company, will be treated as substitution for this purpose. Administrative charges as prescribed by the Company from time to time will be paid by the intending purchaser(s) before the substitution. The administrative charges for substitution of rights herein amongst family members (husband, wife and own children and real brother/sister) will be same as of the normal administrative charges for every substitution. The intending purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such substitution.
57. Until a sub Lease is executed and registered, the Company shall continue to be the owner of the unit and also the construction thereon and this provisional allotment shall not give to the intending purchaser(s) any rights or title or interest therein and the intending purchaser(s) shall not create any third party charge or lien on it. The Company shall have a first lien and charge on the unit for all its dues that may become due and payable by the intending purchaser(s) to the Company.
58. The intending purchaser(s) is informed that various units are being allotted to various persons under uniform terms and conditions. The intending purchaser(s) agrees that he/she will use the said unit for residential purpose only and shall not use the aforesaid unit for any other purpose which may or likely to cause nuisance to other intending purchaser(s) in this complex or to crowd the passages to use it for any illegal or immoral purposes in this complex.
59. The Car parking is available inside the complex on payment basis as mentioned in the payment plan/ price list issued by the company time to time. . The intending purchaser(s) has opted for (open/covered) car parking facility and the Company has allocated the same to him/her/them/it within the complex/project as mentioned in particulars under the heading "Cost Of Unit". The intending purchaser(s) agrees that car parking shall be understood to be together with the said allotted unit as its integral part and the same shall not have independent legal entity detached from the said allotted unit. If the intending purchaser(s) transfers his/her unit to any third person then the allocated parking space shall also be transferred in the name of that transferee. The intending purchaser(s) agrees that the allocated parking space is only for right to use and shall automatically be cancelled in the event of cancellation, sale, relinquishment etc. of the said allotted unit.
60. The intending purchaser(s) shall send/return the Duplicate Copy of these Terms and Conditions duly signed and witnessed along with the payment of the Allotment Money to the Company.
61. That the intending purchaser(s) undertakes that he/she/they/it has gone through the provisions mentioned of Income Tax Act pertaining to deduction of TDS on payment of installments to the Company and agrees to furnish the certificate of deduction of tax at source to the Company, as applicable, within the timeline prescribed by aforesaid notification. The intending purchaser(s) also agrees to furnish his/her/their/its Permanent Account Number (PAN) within 30 days from the date of execution of this provisional allotment letter, if not furnished earlier.
62. That the intending purchaser(s) shall be liable to pay the Service Tax as per applicable rate from time to time.

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

I/We (intending purchaser(s) have fully read and understood the above mentioned terms and conditions of the present Provisional Allotment Letter and agree to abide by the same without any objection. I/We (intending purchaser(s)) also declare that I/We have sought detailed explanations and clarifications and after giving careful consideration of all facts. terms, conditions, and representations made by the company, I/We have now signed and executed this Provisional Allotment Letter after being fully conscious of my/our liabilities and obligations under this provisional allotment.

WITNESSES (Signature, Name and Address)

1.	2.
.....
.....
.....

Enclosure A : Form B

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NOMINATION & DECLARATION FORM

Customer Declaration

I/We

Allottee/s

Allottee/s of Unit no. **0000000000/Plot # 000** in Tower/Block **P1** admeasuring **000 Sq.Yd.** in the Project named **SPORTS COMPLEX** situated at **Sec-27, Plot No. SC-02D Greater Noida (W) U.P.-201308.** (hereinafter referred to as the "Unit"), owned by **AMETEK BUILDTECH INDIA PVT LTD** vide allotment letter dated **dd.mm.yyyy.** I/we, hereby nominate the person(s) mentioned below according to the preference mentioned in S. No. to whom in the **event of my/our death the Unit as mentioned herein shall be transferred by the AMETEK BUILDTECH INDIA PVT LTD.**

Nominee details:

S. No.	Name, Address and Contact No. of Nominee	Relationship with the Allottee, if any	Age	Date of birth of Nominee	Percentage of share in Unit

(Below details to be filled if nominee is minor)

As the Nominee is minor on this date, I/We appoint (Name, Address & Age)
..... as a caretaker of the Unit till the nominee minor attains the age of majority.

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Enclosure A

FORM - "B"

(See Rule 6)

Undertaking by the person acquiring apartment (under section 10(b) of the UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010).

Office of the competent authority at the Greater Noida Industrial Development Authority, Gr. Noida.

I/We,

Allotee/s

Acquiring apartment no. Unit No. **0000000** Plot # **000** in Tower/Block **00**, in the property **SPORTS COMPLEX** situated at **Sec-27, Plot No. SC-02D Greater Noida (W) U.P.-201308**. by way of gift, exchange, purchase or otherwise or taking lease of an apartment from Mr./Mrs./Ms./M/s. **AMETEK BUILDTECH INDIA PVT LTD**.

I, hereby undertake to comply with the covenants, conditions and restrictions subject to which said apartment was owned by the aforesaid Mr./Mrs./Ms./M/s **AMETEK BUILDTECH INDIA PVT LTD** before the date of transfer.

I, hereby give my consent in terms of UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 to M/s **AMETEK BUILDTECH INDIA PVT LTD** or any of its SPV executing the project named above to make additional and/or alterations in the project subject to the approval of the competent authority.

Further, I shall be subject to the provisions of The UP Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010).

Signature of Main intending purchaser(s)
purchaser(s)

Signature of Co- intending

In the presence of:

1. _____

2. _____