

# ALLOTMENT LETTER

## Terms & Conditions:-

For all intents and purpose & for the purpose of the term and condition set out in this Booking application. Singular includes plural and masculine includes feminine gender

## Interpretation of some indicative terms-

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

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

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

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

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

## Area:-

**a. Area of land:** - Total Area of land over which the project is going to be construct.

**b. Super Built-up Area:** - The constructed areas of the project comprising of Polly line area of the apartment and other constructed areas of common use.

**c. Polly line Area:** - All constructed area of an apartment with or without roof including walls, columns, beams, cupboards, useable shafts, balconies, and terrace with or without roof.

**d. Common Area and Facilities :-** Means all facilities to be used by all the apartment, such as entrance lobbies, corridors, staircases, staircase shafts and mummies, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the complex, water supply, treatment plants, pump house, sewerage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.

**e. Independent Area:** - The Areas which are not included as common areas for joint use of apartments and may be sold by the company/promoter without the interference of other apartment owners.

**f. Limited Common Area and Facilities:** - Those which are reserved for use of certain apartment or apartments to the exclusion of the other apartment.

**g. GNIDA:** - Greater Noida Industrial Development Authority.

**Basic Cost of Apartment:-** The consideration amount for Lease deed of apartment inclusive of other charges which are mentioned in the Booking Application Form and the Allotment Letter.

**Company:-** That is M/S Himalaya Realstate Pvt. Ltd. a company registered under the companies' act 1956 having its corporate regd. Office - 7365, Prem Nagar, Shakti Nagar, Delhi-110007

**Complex :-** The entire project having apartments of different types and diminutions in various Blocks also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basement, swimming pool, parking spaces and spaces for public amenities etc.

**CREDAI:-** Confederation of Real Estate Developers Associations of India, an independent association having its own office bearers and a code of conduct, which resolves the issues arising between the apartments buyers and developers. It also have a cross check over the developers according to its code of conduct.

## Terms & Conditions:-

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

(a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.

(b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.

(c) Strikes or lock outs, industrial dispute.

(d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.

(e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion

(f) The promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Allotment; or any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Complex/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.

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

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

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

## Project:- HIMALAYA PRIDE

**RWA:-** Means the Resident Welfare Association, an Association of the Apartment owners which shall be duly formed after providing 50% possessions in the said project and the Company/Promoter shall get the Association Registered immediately after handing over 50% apartments to the owners.

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

(1) Whereas, lease hold for the aforesaid project has been allotted to the company i.e. M/s HIMALAYA REALSTATE PVT. LTD. measuring 27664sq meters by the GNIDA, a body corporate under the UP Industrial Development Area Act 1976 on lease hold basis under the scheme code BRS-04/2010 for development of Group Housing at Plot No 10-B, Techzone - IV, Greater Noida vide its acceptance letter no. PROP/BRS-04/2011/290, dated 14-01-2011 and allotment Letter No PROP/BRS-04/2011/400 dated 01-03-2011 out of 23664 sq meters approx is project land and remaining approx 4000 sq meters shall be kept for commercial/furnished apartments. The Company is authorized to execute sub lease of the apartments for the super built-up area in favor of its allottee(s) on the terms & conditions of Booking Application, Allotment Letter & Lease Deed executed in favor of Company by the GNIDA

(2) That the building plans of proposed Group Housing has been duly submitted/ sanctioned by the GNIDA. The Project/complex will have apartments of different sizes and dimension in various Blocks therein and will also have spaces for convenient shopping, commercial and recreational facilities, club, party hall, basements, swimming pool with changing rooms, parking and spaces for public amenities, studio apartment, community, clubs, storage and commercial constructions etc.

(3) That the allottee(s) has/have seen allotment of titles and other relevant papers/documents etc. pertaining to the aforesaid Project and is/are fully satisfied about the title and rights of the company in respect of the aforesaid project. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company. The show flat constructed at the site (if any) is not in according to the structural drawings of the building hence as it does not have the beams & columns, so the actual construction shall not be compared to that, also that the fitting fixture, finishing and others items of said show flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming the part of allotment letter.

**Note: The request for any change in construction/specification of any type in the apartment will not be entertained.**

(4) That as per the Layout Plan it is envisaged that the apartment on all the floors shall be sold as an independent apartment with imposable and undivided shares in the land area underneath the Plot. The undivided share in the land shall be calculated on pro-rata basis of the super built up area of the apartment. The undivided share in the land will have the land area of a block in which the apartment situates and the land area of the common use in the project. It is clarified that only the apartment owner of a particular block will have the undivided share in the land of that block, they will also have the undivided share in the land of areas of common use with Other blocks, therefore the land of a block is confined up to the undivided share of the apartment owners of a particular block.

(5) That the allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the company may make such changes, modification, alternations and additions therein as may be deemed necessary or may be required to be done by the company, the Government/GNIDA or any other local authority or body having jurisdiction.

(6) That the consideration is for the total area of the said apartment which will be Sub Lease deed, as mentioned herein the property known as "Super Built up Area". That all other rights excepting what have been mentioned including easement rights, open spaces, unsold flats/apartments, unsold parking places, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, studio apartment, community, clubs, storage and commercial constructions etc. or any other spaces which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever states above. That the dimensions shown in the brochure, map or any other document has been calculated on unplaster brick wall to brick wall bases. The Company can Sub Lease deed the vacant apartment (s) or the complete Block of the apartment (s) as a whole or in part to one or more person (s)/ company (ies)/ institution (s) whosoever.

(7) That the amenities like Road, Electricity, Sewer and water supply same shall be provided by the GNIDA/Authority Concerned up to the boundary of said project. The company will carry out all the above mentioned amenities within boundary of the said project i.e. internal development of the project. The delay in providing the above said facility on the part of the GNIDA/ Authority Concerned shall not be considered the delay on part of the company. Whereas, company will only bear the maintenance of green belt situated near the project until the maintenance of society is with the company.

(8) That the flat allottee(s) shall is not entitled to get the name(s) of his nominee(s) substituted in his place but the Developer may however in its sole discretion permit such substitution on such terms and conditions including payment of administrative charges of RS 200/- sq ft as its deems fit only when the 50% of the total cost of the flat has been paid to the Developer. Any change in the name (including addition/ deletion) of the flat allottee(s) will be deemed as substitution for this purpose.

(9) That the schedule of instalments as opted in the application form/ mentioned in the allotment letter shall be final and binding over the allottee(s).

**Note: In case reissuance of allotment letter is required and requested by the allottee(s) or bank/financial institution that shall attract a fee of Rs. 10000/- as administrative charges and shall be payable by the allottee(s).**

**Note:- This condition will prevail from the date when project will become bankable.**

Company

First Applicant Signature

Second Applicant Signature



- (10) That the down payment plan/flexi payment plan will be valid upto the date mentioned in the booking application form, after the expiry of said date the installment payment plan shall be applicable and the cost of apartment shall be as per the installment payment plan.
- (11) That allottee(s) shall do the payment on time whether the allottee(s) has applied for loan and every responsibility of getting the loan procedure done shall be solely done by the allottee(s) themselves and company will not have any liability to get the loan done from the banks whereas, any delay in disbursement of loan or sanction of loan shall not be condone and allottee(s) has to pay interest as applicable.
- (12) That the schedule of payment/installment is duly explained to the intending allottee(s) and is also mentioned herein the allotment letter. The payment on time shall be the responsibility of the intending allottee(s)/allottee(s), any separate demand letter for the installment falling due is not required to send by the company and that shall not be claimed as a right by the intending allottee(s)/allottee(s) or a duty/obligations towards the company.
- (13) That the allottee(s) and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the purchaser or any family member accompanying him/her.
- (14) That the allottee & co-allottee (if any) will have equal share in the apartment and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or where a dispute arises between the allottees booking will continue only after providing consent in writing by both of them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months there after the company can cancel the said booking/allotment and the applicant(s)/ allottee(s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancellation there will be a deduction of 15 % of the basic cost of the apartment. For the refund in the above said cases as stated above, consent of both applicant/allottee shall be necessary otherwise the amount shall be refunded in equal share between all the applicant/allottee.
- (15) That the installments of payment of the apartment will be due at the intervals as per prescribed payment plan(s) mentioned in the allotment letter and opted in the application form, **the payment of due installment first of all shall be adjusted towards the interest due thereafter the remaining amount shall be adjusted in the principal amount dues.** In case payment is not received within stipulated period or in the event of breach of any of the terms & condition of the allotment by the allottee(s), the allotment will be canceled and 15% of the basic cost of the apartment will be forfeited and balance amount will be refunded without interest whereas, claim regarding the refund of money shall only be considered after the ninety days from the date of cancellation. Although timely payment is the main essence of the allotment, however there will be a grace period for the delay of fifteen days from the due date of payment and in case the delay exceeds for more than fifteen days then there will be no grace period and interest @ 24% per annum shall be charged from the day one. In the eventuality of a prolonged delay where the cancellation could not be made by an omission or any other reason, in exceptional circumstances the company may in its sole discretion condone the delay in receipts of payment by enhancing the cost of the apartment as per the prevailing rates or charging interest @ 24% per annum whichever is higher.
- (16) That any alteration / modification as the company deem fit or as directed by any competent authority(ies) resulting  $\pm 3\%$  change in the super built-up area of the apartment there will be no extra charge/claim by the company also the allottee(s) shall not be entitled for any refund. However, any major alteration/ modification resulting in more than  $\pm 3\%$  in super built-up area of the apartment, any time prior to and upon the possession of the apartment the company will intimate to the allottee (s) in writing about the changes thereof and the change in the enhanced cost of apartment. The allottee (s) have to pay that amount to the company. The allottee(s) have to give his /her /their consent or objection within 30 days from date of such notice. In case the allottee(s) doesn't give consent and objects for such change the allotment shall be cancelled and the company will refund the entire money received from the allottee (s) without any deduction and with interest @ 12 % interest per annum. No other claim of the allottee (s) shall be considered in this regard.
- It shall always be clear that any alteration / modification resulting in more than  $\pm 3\%$  change in the super built-up area of the apartment then the demand or refund shall be applicable for the entire area eg. : for a  $\pm 4\%$  change the demand or refund shall be applicable for the total 4 % area.**
- (17) That if for any reason within or out of the control of the company whole or part of scheme is abandoned no claim shall be preferred except that the money received from the allottee(s) will be refunded, in full, without any interest. Whereas, if any litigation or stay order for raising the construction comes then any demand for payment of money made by the allottee(s) shall only be paid after the disposal of the pending litigation.
- (18) That the construction of the project is likely to be completed as early as possible preferably within \_\_\_\_\_ months from the date of approval of sanction maps, the following can affect to that, regular and timely payments by the allottee(s) availability of building material etc. any dispute with the contractor, change of laws by Government/ local authorities/any court order/force major circumstances etc. No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company.
- (19) In case of any emergency/ natural calamity/ Courts order/ authority or any exceptional circumstances due to which construction will be effected or stopped therefore, in such circumstances builder will have every right to demand the difference of the price hike in construction cost/ material cost/ labour cost from the allottee(s) and this clause will have the over riding effect on any other clause of the allotment letter.
- (20) That the proposed project Himalaya Pride simultaneously the Group Housing complex is compressing of many Blocks, as soon as the construction of particular Block will be completed with all the basic amenities attached to that Block, the company after applying for the completion certificate of particular Block to the authority concerned will offer the possession of the apartment in that Block to the allottee(s). Moreover, the construction of the above mentioned project shall be done "phase wise" and the offer of possession shall be issued to the allottee only after completion of the tower in which the flat is booked whereas, allottee shall not have any right whatsoever, to interfere in the construction of remaining Blocks it can take further time till to the completion as the construction of different tower has been started or will start on different phases therefore the possession of the flats shall only be offered phase wise strictly in accordance with the completion of the tower in which the booked flat/unit is located, the allottee(s) have to take possession of his/her/their apartment as and when it will be offered to the allottee(s) and the allottee(s) shall not deny for taking the possession on account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever. It is hereby cleared to the allottee(s) that the completion certificate in part could also be applied for a particular Block of the project after completing the construction, depositing the requisite fee and obtaining the NOC's from all the concerned departments. Therefore the gap after applying for completion certificate and issuance of a completion certificate shall not be a reason for denial of taking the possession by the allottee(s).
- (21) That the construction could be completed prior to the date given in the allotment letter in that case the allottee(s) shall not refuse for taking the possession on any ground whatsoever the date given in the allotment letter is an assessment only and construction could be completed earlier to that.
- (22) That a written intimation for completion of apartment will be sent to the allottee(s) and a Fit-Out-Period of one quarter will commence from the date of "Offer For Possession". The said "Fit Out Period" is in order to facilitate the allottee(s) to complying with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of sub Lease deed etc. The final touch i.e. installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said Fit-Out-Period and after the registration of Sub Lease deed of the apartment only. After the registration of sub-lease deed the allottee(s) shall be considered as the owner(s) of the apartment. The final touch will take 20 to 30 days for an individual apartment and the owner(s) may get these final installations done in his/her/their own presence, if desired so.
- (23) The final touch to the apartment shall be given after the registration of Sub Lease deed and the consent of the allottee(s) shall be presumed that the keys of the apartment were given for the final touch. The allottee(s) have to take over the keys back after completing the job of final touch and on the date which was confirmed to the allottee(s). In case the allottee(s) delays in taking over the keys back after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee(s) even then the keys of the apartment were not been taken back.
- (24) That in case the allottee(s) reaches in last of fit out period where the scope of 20 to 30 days for final touch does not remain left, then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter 'offer for possession'.
- (25) That if there is delay in handing over the possession of apartment beyond 6 months from the proposed dated of possession due to any reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @ Rs. 1/- per sq. ft. per month for the super built-up area of the apartment for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned allottee(s) were received in time. Vice-versa the penalty of Rs. 5/- per sq. ft. on delay in taking in possession shall also be applicable over the allottee(s) and payable by the allottee(s), if the allottee(s) does not process with the requisite compliance as per the letter of "Offer For Possession". The said penalty shall commence from the date of expiry of Fit-out period. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except to refund of amount without any interest and as per the terms & condition of the company shall be entitled and entertained. Further in case of Bank loan the due amount will refund to the bank and balance amount will be refund to the allottee(s).
- (26) That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The date of applying the completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.
- (27) That there will be defect liability period of 12 months from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue.
- (28) It is hereby agreed understood and declared that the SubLease deed/Registry of the apartment shall be executed and registered in favor of allottee(s) after the apartment has been finally constructed at the site, after receipt of total consideration and other charges, agreed herein and other connected expenses/charges i.e. cost of Stamp Duty for registration of the Sub Lease deed/ Registry, registration charges, fees, miscellaneous expenses and Advocate's legal fees/charges, these fee and charges shall be borne and paid by the allottee(s). The allottee(s) will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act. any the stamp duty and deficiency of stamp thereon if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall be paid and borne by the allottee(s).
- (29) That until a Sub Lease deed is executed and registered, the company shall continue to be owner of the apartment, the allotment shall not give any right or title or interest therein to the allottee (s) even though all the payments have been received by the company. It is further clarified that the company is not constructing an apartment as a contractor to the allottee(s) on the other hand company is constructing the complex as its own as a promoter. The Sub Lease deed will be affected after the actual construction/finishing of the apartment and by way of an executed Sub Lease deed. The Company shall have first lien and charge over the apartment for all its dues that may/become due and payable by the allottee(s) to the company.
- (30) That after taking possession of apartment, the allottee(s) shall have no claim against the company as regards to quality of work, material, pending installation, area of apartment or any other ground whatsoever.



(31) That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee(s) from the date of possession or deemed date of possession declared by the company, whichever is earlier.

(32) That the allottee(s) after possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/ Water Commission/any other rules and regulations by State of U.P. or any other competent authority. That the allottee(s) shall abide by all laws, rules and regulations of the GNIDA/local authority/State Govt./ Govt. of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations after handing over the possession of the apartment. The apartment shall be used for the residential purpose.

(33) That the car parking will be available inside the complex, as per the type opted by the allottee(s) in the Application Form. The cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces allotted to the allottee(s). One car parking, either Open, Basement or Basement Big Parking Slot, is mandatory. No car/ vehicle is allowed inside the complex except those who have reserved the car parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said complex to the Resident's Welfare Associations of the complex. The R.W.A or owners/allottees/occupiers of the apartments shall not have any right over the un-allotted parking spaces.

(34) That the Basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc.

(35) That single point electric connection will be taken for the complex from the Paschimanchal Vidyut Vitran Nigam Limited and the electricity will be distributed through separate meters to the allottee(s) through pre-paid systems. The allottee(s) will get the Electrical Connection for the capacity, as opted for him/her/them in this application.

(36) That the allottee(s) can also avail Power back-up facility as opted by him/her/them in this application. The allottee(s) may kindly ensure to have given his/her/their consent in writing at the time of application, as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of D/G Set) shall be subject to the prevailing rates of fuel at the time of possession.

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

(37) That it is hereby agreed, understood and declared that the company may take construction finance/demand loan for construction of the above said complex from the banks/financial institutions after mortgaging the land/apartment of the said complex. However, the Sub Lease deed in respect of apartment in favor of allottee (s) will be executed and registered free from all encumbrances at the time of registration of same.

(38) That if there any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, rates taxes, charges, compensation to the farmers, cess and fees etc. as assessed and the attributable to the company as consequences of Court order /Government/ GNIDA/Statutory or other local authority (ies) order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same. Whereas there is apprehension in relation to "Mr. K. Raheja" Development Corporation" V/s state of Karnataka Case decided by the honorable Supreme Court and any other order passed in future by the Government/Statutory or other local authority(s) that the company can be treated as contractor of the allottee(s) and liable to collect Trade Tax and Service Tax from the allottee(s) and deposit the same with the appropriate authorities. Till date there is no clarification in the case. In future if the appropriate authorities impose any such tax due to this transaction then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the company.

(39) That the rate for Electricity and Power backup consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee(s) will be decided by the Company.

(40) That the allottee(s) has/have to pay non-refundable interest free maintenance security (IFMS) to the company @ Rs. 25/- per sq ft. Of the super built-up area. Out of this amount 75% amount. will be kept/used as the maintenance reserve for the complex Himalaya Pride same will be transferred to the R.W.A. of Himalaya Pride at the time of handing over the maintenance to the R.W.A., remaining 25% amount will be kept/used for the maintenance. That the allottee(s) also has/have to pay Monthly Maintenance charges @ Rs. 2 /- per sqft. Per month of the super built-up area to the company, the said amount will be utilized for electricity expenses, cleaning, maintenance of lifts, parks, roads, security, and other amenities falling under the common use and for the common areas of the complex.

**Note: NOC from the Company/Maintenance Agency is required for clearance of dues prior to the sale of apartment by the apartment owner otherwise the subsequent buyer will not be allowed.**

(41) That the apartment shall be used for the residential purpose, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/ construction in the entire complex including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment's owners. They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or any were in the common areas shall not be permitted. **Any type of change inside the apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole the structure therefore no change is allowed.**

(42) That at the time of handing over the maintenance of the complex to the RWA the following will be handed over to the RWA, all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motors rooms, Single Point Distribution system with all liabilities, Gen-sets, Security Gates with intercom, lift rooms at terrace and other area falling under the common area.

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

(43) That the contents of each apartment along with the connected structural part of the building shall be insured by the allottee(s) at his/her/their own cost against the fire, earthquake etc. the company after handing over the possession of a particular apartment shall in no way be responsible for safety, stability etc. of the structure. The allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for maintenance of the building.

(44) That it shall be the responsibility of intending allottee(s)/allottee(s) to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence demand letters/notices and letters posted at that address (if change in address did not intimate) will be deemed to have been receiving by the intending allottee(s)/allottee(s) and the company shall not be responsible for any Default.

(45) That after handing over of the possession of the society to the Resident Welfare Association (RWA) formed under The proper provisions of law by the developer shall not have any right to increase or decrease the maintenance charges of the society. However, developer on his sole discretion can allow the RWA to increase or decrease the maintenance charges.

(46) That in the event of any dispute whatsoever arising connected with the allotment of the said apartment, the grievances of the consumer shall be referred first to the consumer redressal forum formed by the CREDAI WESTERN U.P. The said allotment is subject to arbitration by the designated committee of arbitrators appointed by the CREDAI and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (U.P) India, The Arbitration and Conciliation Act-1996 or any statutory amendment(s)/ modification(s) shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

(47) If any applicant/Allottee's have any problem with our project then applicant/Allottee's come for quarry in our office if your quarry is not solve in ..... days then you go for further action.

**Log on to CREDAI (NCR) at [www.credaincr.org](http://www.credaincr.org)**

(48) In case of NRI allottee(s) to observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).

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