

ALLOTMENT LETTER

FOREVER INFRASTRUCTURE PVT. LTD.

Registered Office: 2 park end colony. 2nd floor, Vikas marg Delhi-
110092

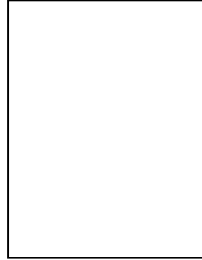
Corporate Office: 2 park end colony. 2nd floor, Vikas marg Delhi-
110092

COMPANY

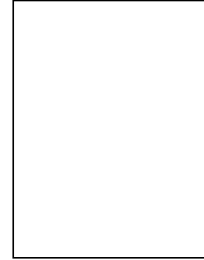
ALLOTTEE (S)

To,

.....
R/o



(FIRST ALLOTTEE)



(CO-ALLOTTEE)

**Sub: Allotment of Residential Apartment in PRABHAT HEIGHTS IN CROSSINGS
REPUBLIC DUNDAHERA, NH-24 GHAZIABAD U.P.**

Dear Madam/Sir,

This is in reference to your request and application dated _____ for allotment of a residential Apartment in the said group housing Prabhat Heights situated in Crossing Republik.

We are pleased to inform you that you have been allotted **Flat No. __ at __ Floor , Tower-__, GH-06 of Prabhat Heights** situated in DUNDAHERA, NH-24 GHAZIABAD, UTTAR PRADESH- PIN -201016 measuring _____ **Sq. Ft.**

This Allotment Letter is subject to the terms and conditions annexed herewith, and of your acceptance of the same.

Thanking You,

Yours Truly
For Forever Infrastructure Pvt. Ltd.

Signature of the
First Allottee _____

(Authorized Signatory)

Co- Allottee _____

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This Allotment is being made by Forever Infrastructure Pvt. Ltd. a Company registered under the Companies Act, 1956 and having its registered office at **2 park end, second floor, Vikas marg, Delhi -110092**.(hereinafter referred to as the “**Company**”).

WHEREAS the **Company** have purchased the land in Crossing Republik village Dundahera, Tehsil and District Ghaziabad for the purpose of development of a Housing project.

AND WHEREAS the License has already been granted by Ghaziabad Development Authority to the **Company** to set up and develop a Housing in Ghaziabad.

AND WHEREAS the **Company** is the Developer and Licensee to set up and develop the said Township in accordance with the terms and conditions of the License and any other condition issued by Ghaziabad Development Authority.

AND WHEREAS the layout plans of the housing of "**Forever Infrastructure pvt. Ltd.**"TM have been sanctioned by Ghaziabad Development Authority. The said housing shall have therein Apartments in various blocks, towers etc.

AND WHEREAS the Allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid housing and has/have fully satisfied himself/herself/themselves about the title and rights of the **Company** in respect of the said housing. The **Company** has right to develop and construct the Apartments in the said Township and also has right to allot/sell Apartments in the said housing.

AND WHEREAS saving and excepting the particular Apartment allotted, the Allottee(s) shall have no claim, or right of any nature or any kind whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs or any other space not allotted to him/her/them, which shall all remain the property of the **Company** for all times unless the **Company** decides to dispose them off, but subject to right of the Allottee(s) as mentioned hereinafter.

AND WHEREAS the Apartments on all floors shall be sold as an independent Apartment with impartial and undivided share in the land underneath. The Allottee(s) shall not be permitted to construct anything on the terrace. However, the **Company** shall have the right to develop and build the area on the terrace in case of any change in the F.A.R. and carry out construction of further Apartments in the eventuality of such change in the F.A.R. The Allottee(s) shall have no right to object to the same.

AND WHEREAS the Allottee(s) is/are aware of and has/have knowledge that the proposed plans of multi-storied building/tower are tentative and agreed that the **Company** may make such changes, modifications, alterations and additions therein as may be deemed necessary or may be required to be done by the **Company** or Ghaziabad Development Authority or any other Local Authority or Body having jurisdiction.

AND WHEREAS after fully satisfying himself/herself/themselves the Allottee(s) has/have agreed to acquire from the **Company** a residential **Flat No. ____** having tentative Super Covered Area **____ Sq. feet** approximately to be constructed in the multi-storied buildings/towers in the said housing to be known as **Prabhat Heights crossing Republik DUNDAHERA, NH-24 GHAZIABAD** (Applied for registration of the Trade Mark and subject to approval or change thereof) (hereinafter referred

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to as the “**Apartment**”) at the rate of Rs. ____/- per sq. ft in **PAYMENT PLAN** ____ of Super Area ____ **Sq. feet** totaling cost **Rs. ____/- (Rupees _____ Only)** and on other terms and conditions. The said super area is subject to change up to the maximum limit of $\pm 15\%$.

AND WHEREAS the **Company** has allotted the said Apartment in multi-storied buildings/towers to the Allottee(s) and the Allottee(s) has/have agreed to acquire the same.

AND WHEREAS the aforesaid consideration is for the total area of the said Apartment, as mentioned herein above properly known as "Super-Area", which comprises the covered areas, areas under walls, full area of galleries and other projections whatsoever, together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances and the exits of the building, water supply arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said Apartment. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights excepting what have been mentioned above including easement rights and to carry out further construction in case of any change in the F.A.R., the club, open spaces, parks, parking (excepting what has been allotted to the Allottee(s) by this letter) or toilets, public amenities, shopping centers and other facilities and amenities will be the sole ownership of the **Company**, who will have the authority to charge membership for such facilities and dispose of the other assets, whatever, stated above.

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NOW THEREFORE THIS ALLOTMENT LETTER WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The payment will be made by the Allottee(s) to the **Company** as per his/her/their Payment Plans A, B or C as selected by them and as detailed below:
2. The Allottee (s) has/have selected the aforesaid Payment _____
 - a) Installments due towards payment of the Apartment will be made to the Company on or before the due date as mentioned in the payment plan herein above. The Allottee (s) has/have agreed that the Company is under no obligation to send demands/reminders for payments. If payment is not received within the aforesaid stipulated period as per the Payment Plan, or in the event of breach of any of the terms and conditions of this allotment by the Allottee(s), the allotment will be cancelled and 10% of the Basic price of the Apartment will be forfeited and balance amount will be refunded without any interest.
 - b) If for any reason the booking of the Apartment is cancelled by the Allottee(s)/, then 10 % of the Basic price of Apartment would be forfeited and balance amount will be refunded without any interest.
 - c) Installment Call Notice/Demand letter if issued by the **Company** to the effect that installment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this allotment.
 - d) In exceptional circumstances, the **Company** may, in its sole discretion condone the delay in payment, by charging interest @18 % per annum. In the event of the **Company** waiving the right of forfeiture and accepting the payment on that account, no right whatsoever, would accrue to any other defaulter Allottee(s).
3. The Allottee(s) has/have agreed that for the purpose of calculating the sale price in respect of the said Apartment the super area shall be the covered area, inclusive of the area under the periphery walls, area under columns and walls, cupboards, plumbing shafts adjoining the said Apartment and balconies plus proportionate share of the service areas to be utilized for common use and facilities only.
4. i) That the Allottee(s) shall not be entitled to get the name(s) of his/her nominee(s) substituted in his/her place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the Allottee(s) as registered/recorded with the Company (including addition/deletion), amongst familymembers (husband, wife, and own children and real brother/sister) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the Allottee(s), before such change.
 - ii) The request letter for change of the right of the Allottee(s) would be duly signed by all the

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concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial Institutions in case payment against the said Apartment was made by the Allottee(s) by raising funds/loans against allotted Apartments as security from bankers or financial Institutions.

ii) The prevailing administrative charges are @ Rs. ____/- per. Sq. ft. and subject to change without any notice to the Allottee(s).

iii) The substitution/change of name in place of the Allottee(s) will be done as per the applicable law.

5. The Allottee(s) confirms that he/she/they has/have seen all the documents of titles and other relevant papers/ documents, agreements, arrangements entered into between the Company and its nominee/associate companies hereinbefore stated, pertaining to the aforesaid Township and has/have fully satisfied himself/herself/themselves about the title and rights of the **Company**; subject to all laws and undertakings given by the Company to the Government/GDA.
6. The Apartments/Building plans are already constructed and are subject to change at the instance of the sanctioning authorities or the **Company** and changes can be made during the course of construction without any objection or claim from the Allottee(s). The building will be of good specifications as per annexure attached herewith.
7. The Allottee(s) has/have agreed and accepted the already constructed flats, designs, specifications and is fully satisfied.
8. The construction of the Apartment is almost completed, however subject to, regular and timely payment by the Allottee(s), availability of building material etc, change of laws by Government/local authorities etc. No claim by way of damage, compensation shall lie against the Company in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Company.
9. In case the Allottee(s) fails to take the possession of the Apartment within one month from the date of asking him/her/them to take the possession, Allottee(s) shall pay @ Rs. ____/-per sqft per month to the Company for the period the Allottee(s) delays in taking possession.
10. It is hereby agreed between the parties that if there is either reduction or increase in the covered area of the said Apartment or its location, no claim, monetary or otherwise will be raised or accepted except that the agreed rate per sq. ft and other charges will be applicable for the changed area i.e. at the same rate at which the Apartment was booked and as a consequence of such reduction or increase in the super area, the Company shall be liable to adjust or refund without interest only the extra price or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.
11. Any request for any change in construction of any type in the Apartment from the Allottee(s) will not be entertained / allowed.
12. The Allottee(s) is aware that Apartments are being allotted to various persons under terms and conditions mentioned in this letter. The Allottee(s) agrees that he/she/they will use the

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said Apartment for residential purpose and shall not use the aforesaid Apartment for any other purpose which may or is likely to cause nuisance to Allottee(s) of other Apartments in the housing or to crowd the passages to use it for any illegal or immoral purpose. The Allottee(s) shall not store any hazardous or polluting articles/substances in the said Apartment.

13. a. Single point electric connection will be taken for the housing from UPPCL or any other source and will be distributed through separate meters to all Allottee(s) through prepaid system @ Rs.____/- Sqft/unit. Electricity consumption charges will be as per UPPCL norms and line loss.

b. charges for installation of the electric meter and whole distribution system will be charged @ Rs.____ /- per KW electricity main & @ Rs.____ /- Per K.W as a power back up connection and shall be given by the Allottee(s) to the **Company** immediately.
14. The Allottee(s) shall have to make the payment in time of all the bills on account of electricity or any other charges etc. as demanded/raised to the company or its nominated agency or to the concern authorities.
15. It is hereby agreed, understood and declared by and between the parties that the sale deed/registry shall be executed and registered in favour of the Allottee(s) after the Apartment has been fully and finally constructed at the site, after receipt of the total sale consideration and other charges, agreed herein, by the **Company** and other connected expenses i.e. cost of Stamp Duty for registration of the sale deed / registry, registration charges/fee, miscellaneous expenses and Advocate legal fee/charges, which shall be borne and paid by the Allottee(s).
16. It is hereby agreed that the company for completion & occupation certificate is dependent on the Crossing Republik and can only provide to the allottee(s) after the company obtains from crossing republik, therefore the Allottee(s) cannot do any claim, demand, for completion certificate.
17. It is hereby agreed by Allottee(s) that they will not sale the allotted flat/apartment/unit till 3 months after allotteement.
18. The Allottee (s) has/have to sign a "Maintenance Agreement" with the **Company** or its Nominee as appointed by the Company at the time of possession of the Apartment. The Allottee (s) has/have also agreed to pay the maintenance charges of the said Apartment to the Company or its nominee, as appointed by the Company. The Allottee(s) will deposit @ Rs. /- per Sq. feet as interest free Non-Refundable Security Deposit with the **Company** or its nominee, as appointed by the **Company**.
19. The maintenance, upkeep, repairs, security etc, of the Building including the common area of the building will be organized by the **Company** or its nominee. The Allottee(s) agree(s) and consents to the said arrangements. The Allottee(s) shall pay maintenance charges, which will be fixed by the **Company** or its nominee from time to time depending upon the maintenance cost. Any delay in payments will make the Allottee(s) liable for interest @18%

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per annum. Non- payment of any of the charges within the time specified shall also disentitle the Allottee(s) to the enjoyment of common services, use of lifts and use of water etc. The Allottee(s) consents to this arrangement whether the building is transferred to other Body Corporate and shall continue till such time as the **Company** terminates the arrangement.

20. The Allottee(s) agrees to pay on demand taxes of any kind whatsoever, whether levied now or in future on land and/or Apartment (s) as the case may be, from the date of allotment of the Apartment and so long as each Apartment is not separately assessed or such taxes for the land and/or building (s)/tower (s), same shall be payable and be paid by the Allottee (s) in proportion to the area of his/her/their Apartment(s). Such apportionment shall be made by the company or any other agency as appointed by the Company, as the case may be, and the same shall be conclusive, final and binding upon the Allottee (s).
21. The Allottee(s) shall permit the **Company** or their representatives when so required to enter his/her/their Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the **Company**/Allottee(s). In case of an emergency, such right of entry shall be immediate.
22. The Allottee(s) shall not change, alter or make additions in or to the Apartment or the building / tower or any part thereof. The Allottee(s) also agree not to put up any name or sign board, neon light, publicity or advertisement material, hangings of clothes on the external facade of the building/tower or anywhere on the exterior of the building or in the common areas. The Allottee(s) also agree not to change the colour scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevation or design of the Apartment. The Allottee(s) shall be responsible for any loss or damage arising out of breach of any of these conditions.
23. It is hereby agreed, understood and declared by and between the parties that the **Company** may take construction finance/demand loan for the construction of any Block/Tower/Building in the said Township or part thereof from the Banks/Financial Institutions after mortgaging the land/Apartments of the said Township however, the sale deed in respect of the said Apartment in favour of Allottee(s) will be executed and registered free from all encumbrances at the time of registration of the same.
24. The Allottee(s) agree(s) and undertake that before or after taking possession of the Apartment or at any time hereafter, he/she/they will have no right to object the **Company** constructing or continuing with the construction of the other buildings adjoining to or otherwise in the building/Township.
25. The Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demands and etc. to the Group Housing Colony and also agree to comply with and carry out all the requirements, requisition, demands and repairs which are required to be complied with in regard to rules and regulations or directives of the Development Authority/Municipal Authority/Government or any other competent authority in respect of the Apartment and building and the land on which the building is standing, at his/her/their own cost and

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expenses. Allottee(s) shall pay the same to the concerned Authorities directly or shall pay to the **Company** in their proportionate share on demand by the **Company** for the above said reasons before and after handing over the possession and the Allottee(s) shall keep the **Company** indemnified, secured and harmless against all cost and consequences and all damages, arising on account of non-compliance with the said requirements requisitions and etc. after possession.

26. The Allottee(s), if resident outside India shall be solely responsible to comply with the necessary formalities as laid down in the "Foreign Exchange Management Act" and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The Allottee(s) shall furnish the required declaration for the same to the **Company**.
27. The **Company** reserves the right to give on lease or hire any part of the top roof/terrace above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee(s) agree that he/she/they shall not object to the same and shall not make any claim on this account.
28. The **Company** shall have the right, without approval of the Allottee(s) in the building/tower, to make any alteration, addition, improvement or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold Apartment(s) within the building and the Allottee(s) agree(s) not to raise objection or make any claim on this account.
29. The Allottee(s) shall abide by all laws, rules and regulations of the G.D.A./Local Bodies/State Govt. of U.P/Central Government and of the proposed Body Corporate, and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations before and after the completion of the Township. The Apartment shall be used for the purpose for which it is allotted.
30. The **Company** reserves the right to correct, modify, amend, change all the annexure attached hereto which are indicated to be tentative and Allottee(s) agree(s) for the same.
31. Car parking is available on request on payment basis and it shall be allotted to the Allottee(s) of Apartments on 'First Come-First Serve' basis. Scooter/ Two wheeler/Cycle will be parked within the same parking space allotted to the Allottee(s). A separate Agreement for the allotment of the Car parking will be executed between **Company** or its nominees and the Allottee(s).
32. Further, if there is any Tax, Trade Tax and additional levies, Rates, Taxes, Charges, Compensation to the farmers, Government Cess and Fees etc. as assessed unpaid and attributable to the **Company** as a consequence of Government/GDA/Statutory or other local authority(s) order, the Allottee(s), shall pay the same in their proportionate share, if any.
33. In case any action or claim is initiated by any Authority to pay the stamp duty and if any stamp duty and other charges etc. is become payable on this Allotment Letter and any other document pertaining to this Allotment now or in future, the same shall be payable and be paid by the

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Allottee and the Company will not be liable to pay any part thereof.

34. Until a sale deed is executed and registered, the **Company** shall continue to be the owner of the said Apartment and also the construction thereon and this allotment shall not give to the Allottee(s) any rights or title or interest therein even though all payment have been received by the **Company**. The **Company** shall have the first lien and charge on the said Apartment (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the Allottee(s) to the **Company/Financial Institution/Bank**.
35. The Allottee(s) shall give his/her complete address to the **Company** at the time of booking for all communications and it shall be his/her own responsibility to inform the **Company** by registered A/D letter/Courier about all subsequent changes, if any, in his/her address, failing which, all demand letters/ notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should primarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
36. That in case there are joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/her, which shall for all purpose be considered as serviced on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s). Allottee(s) has/have agreed to this. This Allotment letter and its all terms and conditions does not constitute an Agreement to sell.
37. In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Apartment, the same shall be referred to the sole arbitration of a person to be appointed by the '**Company**', the Allottee(s) hereby confirms that he/she/ they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in District Ghaziabad (U.P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications shall govern the arbitration proceedings thereof for the time being in force. The High Court of Delhi and the Courts subordinate to it at Ghaziabad shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

Yours faithfully,
For Crossings Infrastructure Pvt. Ltd.

I/We hereby accept the said
allotment on all terms and
conditions mentioned herein above.

Authorized signatory

First Allottee-----

Co-Allottee.....

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