



HARI PEARL HEIGHTS

Near Renault Showroom, G.T. Road, Aligarh - 202001

Mob.: +91- 9557474444

ALLOTMENT LETTER

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An ISO 9001: 2000 Certified Company

Corporate Office: Near Renault Showroom, G.T. Road, Aligarh - 202001

Ph.: 9557474444

Email: haripearlheights@gmail.com

Dear Sir/s,

APPLICATION FORM
(HARI PEARL HEIGHTS)

TERMS & CONDITIONS FOR ALLOTMENT

1. The intending allottee (s) has/have applied for allotment of a residential/commercial unit with the full knowledge and subject to all the laws/notifications and rules applicable to this area in general which have been explained by the Company and understood by him/her/them.
2. The intending allottee(s) has/have fully satisfied himself/herself/themselves about the interest and the title of the Company in the said land on which the unit will be constructed and has/have understood the obligations in respect thereof that there will be no move investigation objection by the intending allottee(s) in this respect
3. The intending allottee(s) has/have accepted the plans, designs, specifications which are tentative and are kept at the Company's offices and agrees that the Company may effect, after proper declaration and intimation to the Buyer, such variations, additions, alterations, deletions and shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes namely change in the position of unit, change in its number, dimensions, height, size, area layout or change of entire scheme and modifications therein as it may deem appropriate and fit or as may be done by the competent authority.
4. The intending allottee(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the company, who may, in its sole discretion, permit the same on such terms as it may deem fit and legally permissible under the Benami Transactions (Prohibitions) Act, 1988 as amended in 2016.
5. The intending allottee(s) agrees that he/she/we shall pay the price of the unit on the basis of the carpet area i.e. covered area inclusive of proportionate common area and all other charges as and when demanded. He/She/We also agree(s) to make all payments through demand drafts/cheques drawn upon and payable at New Delhi/Delhi / Lucknow only.
6. The Company and the intending allottee(s) hereby agree that the amounts paid with the application for booking and in installments as the case may be, to the extent of 9.50% of the Total Price of the unit will collectively constitute the Earnest Money. This Earnest Money shall stand forfeited in case of non fulfillment of these terms and conditions and those of allotment Letter/Agreement as also in the event of failure by the intending allottee(s) to sign the allotment Letter/Agreement within the time allowed by the Company.
7. The time of punctual payment of installments is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms to payment and other terms and conditions of sale, failing which the intending allottee(s) shall have to pay interest as per the agreement on the delayed payments and the Company reserves its right to forfeit the Earnest Money in event of irregular / delayed payments / non fulfillment of, terms of payment and the allotment may be the Company.
8. In case of default of dues of the financial institution / agency by BUYER, the BUYER authorize the company to cancel the allotment of the said unit and repay the amount received till that date after deduction of Earnest Money and interest accrued on delayed payments directly to financing institution agency on receipt of such request from financial institution / agency without any reference to BUYER.
 - a. In case the BUYER wants to avail a loan facility from his/her/their employer or financial institution / agency to facilitate the purchase of the said Unit, the Company, that facilitates the process subject to the following.
 - b. The terms of the financial Institution/agency shall exclusively be binding and applicable upon the BUYER alone.
 - c. The responsibility of getting the loan sanctioned and disbursed as per the company's payment schedule will rest exclusively on the BUYER. In the event of the loan not being sanctioned or the disbursement getting delayed, due to any reason whatsoever including procedural delays, the payment of the Company, as per schedule, shall be ensured by the BUYER, failing which the BUYER shall be governed by the provisions contained in clause stated as above.
9. The refund after deduction of Earnest Money and adjustment of interest accrued on delayed payments, if any, will be made within 45 days and will be subject to the terms of the Agreement.
10. At present, the safety measures have been provided as per existing fire code / regulation.
11. The intending allottee(s) agree(s) to reimburse to the Company and to pay on demand all taxes, levies or assessments, whether levied or leviable in future, on land and/or the building as the case may be, from the date of allotment.
12. The Company shall endeavor to give the possession of the unit to the intending allottee(s) within committed period subject to Force Majeure circumstances and on receipt of all payments as per installment plan from the date of booking and on receipt of complete payment of the Total Price and other charges due and payable up to the date of possession according to the payment plan applicable to him/her/ their them. The company on completion of the construction shall issue final call notice to the intending allottee(s), who shall within 30 days thereof, remit all dues and take possession of the unit, in the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit and shall bear all maintenance charges and any other levies on account of the allotted unit.
13. The intending allottee(s) of the unit shall pay necessary charges including security deposit for maintaining and upkeep of the unit and providing the various services as determined by the Company or its nominated agency as and when demanded by the Company or its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The intending allottee(s) agree(s) and consents to this arrangement and will not question the same singly or jointly with other Buyers.

14. The Sale Deed shall be executed and registered in favour of the intending allottee(s) within months of the completion of development work / construction at the site and after receipt from his / her them full price and other connected charges. The cost of stamp duty and registration / mutation, documentation charges etc. as applicable will be extra and shall be borne by the intending allottee(s). The intending allottee(s) shall pay, as and when demanded by the Company, Stamp Duty and Registration Charges / Mutation Charges and all other incidental and Legal Expenses for execution and registration of sale deed / Mutation of the unit in favour of the intending allottee(s).
15. As per the Hi-Tech Township Policy of the Government the land acquired or resumed by the Govt. for HI-Tech Township will be on lease hold title basis. The Developer Company has resumed and acquired lands under the Hi-Tech Township Policy of the Hi-Tech Township Policy of the Govt. At the same time, the land has also been directly purchased from land owners without availing any benefit or the concessions inbuilt in the policy. Thus both categories of lands have been procured in the project area. Accordingly, the allottee(s) have options to get the land with the freehold title or the lease hold title as per their option.
16. In case the allottee(s) opt for a lease hold title on the land at the time of registration of the deed then he has option to get the lease hold deed registered along with the possession and in such cases. The First Party (The Developer Company/ SPV) will pay freehold charges as may be demanded by the Govt. but the allottee (s) will pay this money to Developer /SPV at the time of conversion of the title from lease hold to freehold as defined herein.
17. That if the land covered under the plot belongs to Gaon Sabha either full or in fraction in the future then the allottee(s) shall enjoy free hold right and expenses involved in making the lease hold land of Goan Sabha to free hold category will be paid to Govt. by the developer and the same shall be charged proportionally to the allottee(s).
18. The intending allottee(s) shall get his/her/fits complete address registered with the Company at the time of booking and its shall be his/her /their responsibility to inform the Company by registered A/D letter about all subsequent changes, if any, in his/ her/ their address(es), failing with all demand notices and letters posted at the last recorded address will be deemed to have been received by him/her/them at the time when those should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. Any change in the address shall be supported with relevant documentary evidence. In all communications the reference of property booked must be mentioned clearly.
19. The Company shall have the first line and charge on the said unit for all its dues and other sums payable by the intending allottee(s) to the company.
20. Unless a conveyance deed is executed and registered, the Company shall for all intents and purposes continue to be the owner of the land and also the construction there on and this proposal shall not give to the allottee(s) any right or interest therein.
21. The allotment of the unit is entirely at the discretion of the company.
22. The price of the unit stipulated herein is based on All India whole Sale Index for all commodities as ruling in If however, during the progress of the work, escalation in cost takes place which will be based on All India whole Sale Index for all commodities the effect of such increase as assessed by the company and intimated to the intending allottee(s) shall be payable by him/her/them over and above the price. Calculation of escalation will be done as mentioned in escalation clause of the Allotment Letter / Agreement. The decision of the company in this respect shall be final and binding on the intending allottee(s). The increased incidence may be changed and recovered by the company from the intending allottee(s) with in one or more of the installments or separately as per the formula for calculating escalation cost given in the Buyers Agreement.
23. The intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property.
24. Any dispute or differences arising out of / touching and / or concerning this transaction which may arise between the Company and the allottee(s) during currency or expiry of this transaction, the same shall be settled by mutual consent failing which the matter be referred to the decision of an arbitrator, to be appointed in writing by the parties, or if they can not agree upon a single arbitrator to the decision of three persons as arbitrators, one to be appointed by each party and they shall appoint the third arbitrator who shall act as the presiding arbitrator. The arbitration proceedings shall be governed by the then prevailing rules and provisions of Arbitration and Conciliation Act, 1996 (as amended).
25. Any dispute or legal proceeding arising out of this transaction shall be subject to jurisdiction of the authority established under Real Estate (Regulation and Development) Act, 2016 for the particular state.
26. The intending allottee(s) agree(s) to pay the Total Price and other charges of unit as per the payment plan (Down Payment / Installment Plan) opted by him/her/them.
27. The internal maintenance of said Unit including walls and portions, pipes, attached lawn and terrace areas shall be exclusive responsibility of the BUYER from the date of possession or Possession Due date, whichever is earlier.
28. The company has made clear to the BUYER that is shall be carrying out extensive development / construction activities for many years in future in the Colony and shall also be connecting / linking the amenities / facilities viz electricity, water, sanitary / drainage systems etc, of additional development / construction with the existing ones in the colony. The BUYER has confirmed that he / she / they shall not make any objection or make any claim or default any payments as demanded the company on account of inconvenience, if any, which may be suffered by him/her/them due to such developments / constructions activities or incidental / relating activities as well as connecting / linking of amenities /facilities etc, as above said.

- 29 The intending allottee(s) shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of cloths etc. on the external facade of the building or anywhere on the exterior of the building or common areas.
30. The intending allottee(s) shall also not change color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. this clause is applicable only in cases where the constructed unit is allotted to the allottee(s).
31. The allottee(s) shall not use the premises for any activity other than the use specified for.
32. In case there are joint intending allottees all communications shall be sent by the Company to the intending allottee whose name appears first and at the address given by him / her for mailing and which shall for all purposes be considered as served on all the intending allottees and no separate communication shall be necessary to the other named intending allottees. The intending allottee(s) has / have agreed to this condition of the company.
33. The intending allottee(s) agree(s) that the sale of the unit is subject to Force Majeure clause which interalia include delay on account of non availability of steel, cement or other building materials, or water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the company, civil commotion, or by reason of war, or enemy action or earthquake or any act of God, delay in certain decisions / clearances from statutory body, or if the possession is not delivered as a result of any notice, order, rules or notification of the Government and/or any other public or competent authority or for any other reason beyond the control of the company and in any of the aforesaid event the company shall be entitled to a reasonable corresponding extension of the time of delivery of possession of the said premises on account of Force Majeure circumstances. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of allotment or if the circumstances, beyond the control of the Company, so warrant, the Company may suspend the scheme for such period as it may consider expedient.
34. This unit is the part of Hi-Tech Township projects as approved by the Government of Uttar Pradesh and is being allotted by the Developer Company with the belief that all the rules and policies as laid down by the Government have been complied with. In case however, at subsequent stage if the status of the project is adversely affected by any action, directions or the orders of the Government which may also adversely affect the title of this unit then the Developer Company shall not be liable to pay for any damages to the allottee(s) and in such a situation the money deposited by the applicant shall be refunded to him/her by the Developer Company with simple interest @ 10% pa. In consequence of the Company abandoning the scheme, the company's liability shall be limited to the refund of the amount paid by the intending allottee(s) as the terms in the Agreement.

Date:.....

Place:

Signature of the Intending Allottee(s)