

4. The Allottee agrees that he/she shall pay the price of the said Unit and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Project. The Super Area of the said Unit means the covered area of the said Unit including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lifts etc. and half the area of common walls with other premises. Flats which form integral part of said Unit and Common areas 'shall mean all such parts/ areas in the entire said Project which the Allottee Shall use by sharing with other occupants of the said Project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, mummies, services areas including but not limited to machine room, security / fire control rooms, maintenance offices\ stores etc., if provided.
5. It is clarified by the Company and agreed by the Allottee(s) that the basic selling price of the said Unit does not include the charges for external electrification, power backup, electricity meter connection, Interest Free Maintenance Security, fire-fighting equipment, etc. and other administrative charges and expenses, which shall be payable by the Allottee (s) in addition to the price of the said Unit. The Allottee(s) shall pay the amount on demand, to the Company as may be determined at the time of providing necessary connections from the main line laid along the road servicing the Unit or as the case may be.
6. It is understood and agreed by the Allottee that the super area given in this Allotment Letter is tentative and subject to change upon approval of final building plan(s) and/or on completion of construction of the Project. The final size, location, number, boundaries etc. shall be confirmed on completion of the Project. In case of increase in the Built-up area of the said Unit, the Allottee(s) shall pay for the initial 10% of increase in area at the rate of booking of the said Unit and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded/adjusted (as the case may be) by the Company to the Allottee(s) only at the rate of booking.
7. The Allottee specifically agrees to pay directly or if paid by the Company then reimburse to the Company on demand, Government rates, property tax, wealth tax, service tax, other taxes and cess of all and any kind by whatever name called levied or leviable in future on the said Unit / said Land and/or on Project constructed on the said Land, as the case may be, as assessable / applicable from the date of allotment of the said Unit to the Allottee and the same shall be borne and paid by the Allottee in proportion to the Super Area of the said Unit to the super area of all the Units in the said Project as determined by the Company. If such charges are increased (including with retrospective effect) after the sale deed has been executed then such charges shall be treated as unpaid sale price of the said Flat and the Company shall have the first charge/ lien on the said Flat for recovery of such charges from the Allottee.
8. The Allottee undertakes to pay additionally to the Company, on demand the External Development Charges (EDC) and Infrastructural Development Charges (IDC) levied, by whatever name called or in whatever form and with all such conditions imposed, by the Uttar Pradesh Government and/or any competent authority(ies); and any increase thereof, and such EDC and IDC or increase thereof shall be borne and paid by the Allottee in proportion to the super area of his Unit to the total super area of all the Units in the said Project as determined by the Company. If such charges are increased (including with retrospective effect) after the sale deed has been executed then such charges shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/lien on the said Unit for recovery of such charges from the Allottee.
9. It shall be an essential condition of this allotment that the use of the said Unit shall always be for residential purpose only. Any change in the specified use, which is not in consonance with the theme of the said Project or is detrimental to the public interest shall be treated as a breach of the terms of Allotment, entitling the Company to cancel the allotment and forfeit the entire amount deposited by the Allottee. Thereafter, the Allottee shall not have any right, title or interest in the said Unit allotted to him.
10. Subject to other clauses herein, the Company has allotted to the Allottee the Residential Flat as per the details given on the first page to this Allotment letter in the said Project as per plans and specifications inspected, seen and agreed by the Allottee for a basic sale price, additional charges and Preferential Location Charges as described in Annexure – A, annexed to this Allotment letter in respect to the said Unit.
11. The basic sale price, additional charges and Preferential Location Charges shall be paid by the Allottee to the Company as per the payment plan opted by the Allottee in Annexure- B.
12. The Basic Sale Price of the said Unit is firm, save and except increases, which the Allottee hereby agrees to pay due to increase in super area, increase in charges, External Development Charges, Infrastructural Development Charges, Government rates, taxes, cesses etc. and / or any other charges which may be levied or imposed by the Government / statutory authorities from time to time. If any provision of the existing and future laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit / said Project requiring the Company to provide pollution control devices etc., in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee in proportion to the super area of his Unit to the total super area of all the Units in the said project as and when demanded by the Company.
13. The Allottee hereby agrees to pay Preferential Location Charges (if applicable) for preferential location as described in this Allotment letter and in a manner and within the time as stated in the Payment plan. However, the Allottee has specifically agreed that if due to any change in the layout building plan, the said Unit ceases to be in a preferential location, the Company may adjust or refund only the amount of preferential location charges paid by the Allottee and such amount shall be adjusted in the last installment as stated in the Payment plan. If due to any change in the layout / building plan, the said Unit becomes preferentially located, then the Allottee shall be liable and agrees to pay the preferential location charges, as and when demanded by the Company.

14. The Allottee shall also be entitled to use only the generally common areas and facilities within the said land which may be outside the land underneath the said Project Building earmarked as generally commonly used areas & facilities by all the occupants / users on the said plot of land.
15. The structure of the said Project Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the maintenance agency on behalf of the Allottee(s) and the cost thereof shall be payable by Allottee(s) as the part of the maintenance bill raised by the maintenance agency but contents inside each Unit shall be insured by the Allottee at his/her own cost. The cost of ensuring the Project Building structure shall be recovered from the Allottee as a part of total maintenance charges and the Allottee hereby agrees to pay the same. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any Unit or any part of the said Project Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable.
16. The service areas, if any, as may be located within the said Project, as the case may be, shall be earmarked by the Company to house services including but not limited to Electric Sub-station, Transformer, DG set rooms, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipment etc. and other permitted uses as per Project Plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Company or the maintenance agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Allotment Letter by the Allottee.
17. The firefighting equipments, pollution control devices and/ or preventive measures may be installed by the Company in the common area if required by any law, order or directions or guidelines of the Government / any Statutory Authority / Body or if deemed necessary by the Allottee(s) and the costs thereof shall be chargeable extra from the Allottee(s) on pro-rata basis. Further the Allottee(s) hereby agrees to pay charges for the individual electricity meter connection to his unit to the Company on demand before offer of possession of the said Unit.
18. The Allottee shall make all payments within time in terms of schedule of payments as mentioned above and/or as may be demanded by the Company from time to time without any reminders from the Company through A/c Payee Cheque(s) / Demand Draft(s) in favour of "**RAMA SANDESH BUILDCON PVT. LTD.**" payable at par. The receipt of payment may be issued by the Company in the name of Allottee.
19. The Allottee may obtain finance from any financial institution / bank or any other source for purchase of the said Unit, but the Allottee(s) obligation to purchase the said Unit pursuant to this Allotment Letter shall not be contingent on the Allottees ability or competency to obtain such financing and the Allottee shall remain bound under this Allotment Letter. However, if any bank / financial institution refuses / makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee shall not make such refuses / delay an excuse for non-payment of any installments / dues to the Company within stipulated time as per the payment plan. Further, in case the Allottee(s) fails to repay the loan amount to the bank / financial institution or fails to comply with any terms and conditions of the loan/ financing agreement entered into with such bank / financial institution, then the bank / financial institution may enforce the security by the sale of the said Unit and the Company may accept the Purchaser of the said Unit in place of the Allottee(s), after the Purchaser complies with the necessary formalities of the Company in this respect. The amount standing to the credit in the account of the Allottee(s) after forfeiting the amount as per Clause 22 of this Allotment Letter will be transferred to the account of the purchaser. Further, in case the bank / financial institution ask the company to cancel the booking of said Unit and call for repayment of outstanding loan amount, then the Company may cancel the booking and after forfeiting the amount as per Clause 22 of this Allotment Letter, pay the balance amount to the bank financial institution against outstanding loan amount for and on behalf of the Allottee(s).
20. The Allottee has agreed that out of the amount(s) paid/ payable by him for the said Unit allotted to him, the Company shall treat 15% of basic sale consideration as earnest money to ensure fulfillment, by the Allottee, of all the terms and conditions as contained in the Allotment Letter.
21. Timely payment of installments and other allied charges indicated herein is the essence of this allotment. It shall be incumbent on the Allottee to comply with the terms of payment and the Allottee has agreed that the Company is under no obligation to send reminders for payments. If payment is not received by the Company within the period as indicated in the Payment plan opted by the Allottee or if there is any other breach of the terms of this Allotment Letter, then this Allotment may be cancelled.
22. In the event of the failure of the Allottee to perform his obligations or fulfill all the terms and conditions set out in the Allotment Letter, the Allottee hereby authorizes the Company to cancel the Allotment of the said Unit and forfeit out of the amounts paid by him, the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable. The amount, if any, paid over and above the earnest money shall, however be refunded to the Allottee/ the financial institution as the case may be by the Company without any interest after re-allotment of the said Unit and after compliance of certain formalities by the Allottee. However, in exceptional circumstances the Company may, in its absolute discretion, condone the delay in payment by charging penal interest at the rate of 18% p.a. on the amount outstanding upto one month delay from the due date of outstanding and at the rate of 24% per annum thereafter on all outstanding dues from their respective due dates. Further, if any discount / concession has been given by the Company in the Basis Sale Price/ in the payment term to the Allottee(s) in lieu of consensus of the Allottee for timely payment of installments and other allied charges, then the Allottee(s) hereby authorizes the Company to withdraw such discount / concession and demand the payment of such discount / concession amount as a part of sale consideration amount, which the Allottee(s) hereby agree to pay immediately. The Allottee(s) may opt for cancellation only within three months from the date of allotment of the said Unit and in case allotment of the said Unit is cancelled at the behest of the Allottee(s), then the Allottee(s) hereby authorizes the Company to forfeit the earnest money and the amount, if any, paid over and above the earnest money shall be refunded by the Company to the Allottee(s) without any interest after re-allotment of the said Unit. Upon cancellation of the said Unit, this Allotment Letter shall stand cancelled and the Allottee(s) shall be left with no right, title, interest, lien etc. on the said Unit.

23. The Allottee, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Company with such permissions, approvals etc. which would enable the Company to fulfill its obligations under this Allotment Letter. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and rules made there under as amended from time to time and other applicable laws. The Company accepts no responsibility in this regard.

24. Unless a sale Deed is executed and registered, the Company shall continue to have all authority over the said Unit and all amounts paid by the Allottee under this Allotment shall merely be a token payment or purchase of the allotted Unit and shall not give him any lien or interest in the said Unit until he has complied with all the terms and conditions of this Allotment Letter and Sale Deed / Conveyance Deed of the said Unit has been executed and registered in his favour.

25. The Company shall be responsible for providing internal development within the said Project, which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of electrical lines. However, it is understood that external or peripheral services such as, trunk water lines, sewer lines, storm water drains, roads, electricity, horticulture are to be provided by the Government or the concerned Local Authority up to the periphery of the Project.

26. The Allottee is not entitled to get the name(s) of his nominees(s) substituted in his place. The company may however, in its discretion, permit such substitution (which shall not be withheld unreasonably), on such terms and conditions including payment of administrative cost or other costs as it may deem fit. Any change in name (including addition/deletion) of the Allottee shall be deemed as substitution for this purpose.

27. (a) The Company shall complete the construction of the Unit / Project within ..... months from the date of signing of this Allotment Letter by the Allottee or within an extended period of six months, subject to force majeure conditions [as mentioned in Clause (b) hereunder] and subject to various Unit Allottees making, timely payment and subject to any other reasons beyond the control of the Company. No claim by way of damages/ compensation shall lie against the Company, in case, of delay in handing over the possession on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Unit to the Allottee.

(b) The Company shall not be held responsible or liable for not performing any of its obligations or undertakings' provided for in this Allotment Letter, if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Company. Further the Company shall not be held liable for any delay in delivery of possession of the said Unit to the Allottee (s) if the delay is caused due to carrying out any alternate/ additional work demanded by the Allottee(s) in the said Unit at any point of time during construction of the said Unit.

(c) The Company shall offer in writing to the Allottee to take over, occupy and use the said Unit within thirty (30) days from the date of offer of possession and the Company shall hand over the said Unit to the Allottee for his occupation and use subject to the Allottee having complied with all the terms and conditions of this Allotment Letter and is not in default under any of the terms and conditions and has complied with all the provisions, formalities, documentation etc. as may be prescribed by the Company in this regard. Upon receiving a written intimation from the Company, the Allottee shall within the time stipulated by the Company in the notice offering possession, take over the said Unit from the Company by executing necessary indemnities, undertakings and such other documentation as the Company may prescribe and the Company shall after satisfactory execution of such documents and payment by Allottee of all the dues, permit the Allottee to occupy and use the said Unit.

(d) If the Allottee fails to take over the said Unit as aforesaid within the time limit prescribed by the Company in its notice, then the said Unit shall lie at the risk and cost of the Allottee and the Company shall have no liability or concern thereof. In the event of Allottee's failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the Unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the Unit or for any other purpose. Further it is agreed by the Allottee that in the event of his failure to take over the said Unit in the manner as aforesaid, the Allottee shall pay to the Company penalty the rate of Rs. 5/- (Rupees Five only) per sq. ft. of the final super area of the said Unit per month for the entire period of such delay and agrees that the Company may withhold conveyance or handing over for occupation and use of the said Unit till the entire penalty with applicable overdue interest, if any, at the rates as prescribed in this Allotment Letter are fully paid.

(e) However, in case of delay in construction of the Unit / said Project attributable to delay of Company subject to Clause (a) & (b) herein above, the Company would pay to the Allottee a sum of Rs. 5/- (Rupees Five only) per sq. ft. per month for the Super Area agreed to be sold at the time of booking for the period of delay.

(f) If for force majeure reasons, the whole or part of the project is abandoned or abnormally delayed, no other claim shall be preferred except that Allottee's money shall be refunded on demand after compliance of certain formalities by the Allottee(s). In case of any

supervening event like acquisition or any other decision of the Government or Local Authorities, the company is unable to complete the development construction of the said Unit, the Allottee(s) shall remain obliged to make payment to the Company proportionate to the extent of the completion thereof and as may be certified by the Architect of the Company. The decision so made shall be final. However, the Allottee(s) shall be entitled to transfer of the right to receive the compensation (if any) of the Company from the Government in respect of the said Unit.

28. (a) The company is authorized to raise loan by creating mortgage of the project land from any financial institution and the Allottee shall have no objection in this regard. However, such mortgage, if created shall be got vacated before handing over possession of the said Unit to the Allottee.
- (b) The Allottee shall, after taking possession or deemed possession of the said Unit, as the case may be or at any time thereafter, have no objection to the Company constructing or continuing with the construction of other Project Building(s) adjoining the Unit sold to the Unit Allottee.
29. The Allottee agrees and authorizes the Company to make additions to or put up additional structures in upon the said project Building or additional Units and/or structures anywhere in the said Project/ said Land as may be permitted by the competent authorities and such additional Units/ structures shall be the sole property of the Company, which the Company shall be entitled to dispose off in any way it chooses without any interference on the part of the Allottee. The Allottee agrees that the Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/ stories with the existing electric, water, sanitary and drainage sources. The Allottee further agrees and undertakes that he shall after taking possession of the said Unit or at any time thereafter, not object to the Company constructing or continuing with the construction of the other building(s)/ blocks outside/ adjacent to the said project Building or inside the said Project / said Land or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Company, on the ground that the infrastructure lred for the said Project is not yet complete. Any violation of this condition shall entitle the Company to seek remedies provided under this Allotment Letter in case of breach, non-payment, defaults etc.
30. (a) Upon completion of the Project, the Company shall (subject to the whole of the consideration money and other charges and dues being received) complete the Sale Deed / Conveyance Deed of the Unit in favour of the Allottee in such manner as may be permissible at the cost and expense of the Allottee and on the terms and conditions of this Allotment except those omitted by the Company as unnecessary and the terms and conditions, if any, imposed by the Authorities in this behalf.
- (b) The stamp duty, registration fee and other charges for execution and registration of this Allotment, Sale Deed/ Conveyance Deed or any other Deed with respect to the said Unit shall be payable by the Allottee within the time specified in call notice given by the Company to him.
31. (a) The Allottee shall be entitled to possession of the Unit only after all the amounts payable under this Allotment Letter are paid and the Sale Deed/ Conveyance Deed in respect of the said Unit is executed and duly registered with the Sub-Registrar concerned.
- (b) The Allottee(s) after taking possession of the said Unit shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Unit or for any non-compliance of designs, specifications, building material or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession by the Allottee or his representative.
- (c) That the Allottee shall, after taking possession of the said Unit, be solely responsible to maintain the said Unit at his/ her own cost, in a good repairable condition and shall not do or suffer to be done anything in or to the said Project Building, or the said Unit, or the staircases, common passages, corridors, circulation areas or the compound which may be in violation of any Laws or Rules of any Authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good tenatable and proper condition and ensure that the support, shelter etc. of the said Project Building or pertaining to the Project Building in which the said Unit is located, is not in any way damaged or jeopardized. The Allottee shall also not change the colour 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. Further the Allottee shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common passages or staircase of the said Project Building. The Allottee shall also not remove any wall, including load bearing wall of the said Unit. The walls shall always remain common between the said Unit and the Unit of other Allottee of adjacent Unit. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The non-observance of the provisions of this clause shall entitle the Company or the maintenance agency, to the said Unit, if necessary and remove all non-conforming fittings and fixtures at the cost and expense of the Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions
32. The Company alone shall be entitled to obtain the refund of various securities deposited by it during construction of the Project with various Government Local Authorities for electric and sewer connection etc.
33. (a) The roof rights of the unit shall remain with the Company unless allotted to Allottee against consideration. The Allottee shall have no objection if the Company gives on lease or hire any part of the top roof/terraces above the top floor for installation and operation of antenna, satellite dishes, communication towers, etc.

- (b) No further construction/ modification is permissible to the Allottee anywhere in the Unit including over the roof / terrace of the said Unit and the Company or the Maintenance Agency shall always have the unrestricted right of access to the roof top/ terrace of the Building to repair/ renovate/ install any pipe, drains, water tank, electrical fittings, etc. for the common use.
34. The common areas and facilities shall remain under the control of the Company whose responsibility shall be to maintain and upkeep the said spaces, sites, until the same are transferred/assigned to any other body or association for maintenance.
35. (a) In order to provide necessary maintenance services after offer of possession of the said Unit to the Allottee(s), the Company may hand over the maintenance of the said Project to anybody corporate or an association (hereinafter referred to as "Maintenance Agency") as the Company may in its sole discretion deem fit. The maintenance, upkeep, repairs, lighting, security etc. of the Project buildings including landscaping and common lawns, water bodies and other common areas of the Project shall be undertaken by the Company or its nominated Maintenance Agency. The Allottee agrees and consents to the said arrangements. The Allottee shall pay maintenance charges, which shall be fixed by the Company or its nominated Maintenance Agency from time to time depending upon the maintenance cost.
- (b) The Allottee agrees to pay to the Company Interest Free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Allottee in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. The Allottee hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the said Unit is physically occupied by the Allottee or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Allottee hereby authorizes the Company to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance charges for all purposes from the date of offer of possession of the said Unit and further the Allottee hereby authorizes the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly maintenance charges along with applicable taxes, ceasses etc. payable to the company /Maintenance agency from the date of commencement of maintenance services in the said project against the aforesaid advance maintenance charges and hereby agrees that the Company/the maintenance agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, the Allottee hereby agrees to pay maintenance charges in respect of the said Unit regularly on monthly basis as per the Bills/Invoices raised by such Maintenance agency and in case of non-payment of maintenance charges within the time specified that Allottee shall pay maintenance charges along with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle the Allottee to the enjoyment of common services including electricity, water etc.
- (c) The Allottee agrees to pay the said interest free Maintenance Security as per the schedule of payment given in Allotment Letter. A separate Maintenance Agreement between the Allottee and the Company or its appointed Maintenance Agency shall be signed at a later date.
- (d) Subject to Clause (b) state herein above, in case at any time, the company hands over the Maintenance services of the Project to the appointed Maintenance Agency/ the Resident Welfare Association (RWA) of the project, then the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting there from any outstanding maintenance bills and / or other outgoings of the Allottee to such Maintenance Agency / Resident Welfare Association (RWA) as the Company may deem fit, and thereupon the Company shall stand completely absolved / discharged of all its obligations and responsibilities concerning the interest free Maintenance security or Advance Maintenance Charges including but not limited to issues of repayment, refund and / or claims, if any of the Allottee on account of the same.
- (e) The company or Maintenance agency and their representatives, employees etc. Shall be permitted at all reasonable time to enter into and upon the said Unit, roof top, terrace, balconies etc, for carrying out any repair, alterations, cleaning etc, or for any other purpose in connection with the obligations and rights under this Allotment Letter including for connections/ disconnections of the electricity and water and /or for repairing / changing wires, gutters, pipes, drains, part structure etc. In case or urgency authorizes or exigency situation like, fire, short-circuit, gas-leakage, etc the Allottee hereby authorizes the company or Maintenance agency and their representatives, employees etc to break the locks, doors, windows etc, of the said unit to enter into the said Unit in order to prevent any further damages /losses to life /property in the said or adjoining Units /Building /Project.
36. The Company shall have the first lien and charges on the said Unit in the event of the Allottee parting with any interest therein for all its dues and / or that may thereafter become due and payable by the Allottee to the Company under the Allotment.
37. The terms and conditions contained herein shall be binding of the Occupier of the said Unit and default of the Occupier shall be treated as that of the Allottee, the unless context requires otherwise.
38. That the Allottee(s) shall not at any time demolish the said Unit or any part thereof nor shall at any time make or cause to be made any additions or alternations of whatever nature to the said Unit or any part thereof which may affect the other Units or common areas.
39. That the Allottee(s) shall not make noise pollution by use of loudspeaker or otherwise and /or throw or accumulate rubbish, dust, rages, garbage or refuse anywhere save and except at areas/ places specifically earmarked for the purposes in the said project.
40. It is clearly specified that the visitors / guests/ relatives / staff of the Allottee / occupants of the Units shall park their vehicles outside the Complex or at the space earmarked by the Company to avoid any inconvenience to the Allottee/Occupants of the other Units.

41. That the Allottee further agrees that he shall not fix / install the Air Conditioners/Air Coolers or alike equipment at any place other than the spaces earmarked /provided for in the said Unit and shall not design or project or open them in the inside passages, common areas or in the staircases. The Allottee further ensures that no water drops from the said Air Conditioners /Air Coolers or alike equipment which causes inconvenience to other Allottees /occupants in the said project.

42. In any provision of this allotment shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may be reasonably consistent with the purpose of this Allotment and to the extent necessary to applicable laws and the remaining provisions of this Allotment shall remain valid and enforceable in accordance with the terms. In no circumstances it shall render this allotment void. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this allotment letter, the terms and conditions contained in the Allotment letter shall prevail and shall be binding on both the parties.

43. (a) The Allottee shall get his complete address registered with the company at the time of booking and it shall be his responsibility to inform the company by Registered AD letter about all subsequent changes, if any, in his address. The address given in the application for allotment of said Unit shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid.

(b) In case of joint Allottee's all communication shall be sent by the company to the Allottee whose name appears first and at the address given by him and this shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).

(c) All letters, receipts, and / or notices issued by the Company or its nominee and dispatched under Certificates of Posting / Regd. AD/ Speed Post / Courier Services to the last address known to it of the Allottee shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectually discharge the Company / nominee.

44. For all intents and purposes singular shall include plural and masculine gender includes the feminine gender. These expressions shall also to be deemed to have been modified and read suitably wherever Allottee is a joint stock company a firm, any other body corporate or organization or an association.

45. That if at any state this document requires to be registered under any law or necessity, the Allottee(s) binds himself and agrees to have the same registered through the Company in his favour at his cost and expenses and keep the company fully absolved and indemnified in this connection.

46. The terms and conditions contained above shall be interpreted in a manner so as to cover the laws and rules prevalent in India and conform or public Policy and / or Fair Trade Practices. That the rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India.

47. All or any disputes arising out of or touching upon or in relation to the terms of this Allotment Letter including the interpretation and validity of the terms 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 & Conciliation Act 1996 or any statutory amendments /modifications thereof for the time being in force. The arbitrations proceedings shall be held at an appropriate location in Delhi /New Delhi. The Courts at Uttar Pradesh and Delhi alone shall have jurisdiction in all matters arising out of / touching and / or in connection with the allotment.

**For Rama Sandesh Buildcon Pvt. Ltd.**

**I/We hereby accept the allotment  
On the terms and conditions as  
Mentioned hereinabove.**

**Authorised Signatory  
(Company)**

\_\_\_\_\_  
**Allottee(s)**

Dated \_\_\_\_\_

Signature Project In charge

Signature Accounts In charge

**ANNEXURE- B**

<b>PLAN A</b>	
<b>TIME LINKED PAYMENT PLAN</b>	
1. At the time of booking/allotment	10% of BSP
2. Within 45 days of booking	5 % of BSP + 50% of PLC (if any)
3. Within 90 days booking	5 % of BSP
4. Within 135 days booking	5 % of BSP
5. Within 180 days booking	5 % of BSP
6. Within 225 days booking	5 % of BSP
7. Within 270 days booking	5 % of BSP
8. Within 315 days booking	5 % of BSP
9. Within 360 days booking	5% of BSP
10. 18 EMIs:	45% of BSP
11. At the time of possession	5% of BSP+ 50% of PLC (if any)

<b>PLAN B</b>	
<b>FLEXI EMI PAYMENT PLAN</b>	
1. At the time of booking/allotment	10% of BSP
2. Amount payable within 45 days of Booking	10% of BSP + 50% of PLC (if any)
3. Amount payable within 90 days of Booking	10% of BSP
4. 24 Monthly INSTALMENTS	60% of BSP
5. At the time of possession	10% of BSP + 50% of PLC (if any)

<b>PLAN C</b>	
<b>DOWN PAYMENT PLAN</b>	
1. At the time of booking/allotment	10% of BSP
2. Amount payable within 45 days of Booking	45% of BSP + 50% of PLC (if any)
3. Amount payable within 90 days of Booking	32.5% of BSP
4. Down payment Discount allowed	7.5% of BSP
5. At the time of possession	10% of BSP + 50% of PLC (if any)