

ALLOTMENT LETTER

**PROPOSED FLAT AT VICTORYONE AMARA, BUILT AT PLOT NO. GH-05/C, LOCATED AT SECTOR-16,
GREATER NOIDA(WEST), DISTRICT GAUTAM BUDH NAGAR, U.P.**

To,

Dated: __ N/A __

Mrs. __ N/A __

&

Mr. __ N/A __

R/o __ N/A __,

__ N/A __,

__ N/A __

Subject: Allotment of Flat No. __ N/A __

In reference to your application with **M/s Rudra Buildwell Infra Pvt. Ltd.**, we are glad to allot you a Unit in our project **VICTORYONE AMARA**, situated at Plot No. GH-05/C, located at Sector-16, Greater Noida District Gautam Budh Nagar, U.P., on land measuring 20000 Sq. Mtr. as per detail below, vide this letter of Allotment No. __ N/A __

This allotment is subject to be fulfillment of terms and condition as detailed below which shall prevail over all other terms and conditions given in sales documents as well as supersedes all previous communication, advertisement, brochure, price list or any other document. This cancels all previous Allotment Letters/No. issued against this Allotment/Unit.

(A) Detail of Unit Allotted

Block Name	Flat No.	Floor	Type	Super Area (approx. Sq. ft.)
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(B) Detail of Allottee(s):

1. For Individual/Joint Purchasers

(i) The First/Sole Allottee:

Mr. ___ N/A ___

S/o ___ N/A ___

Nationality: Indian Date of Birth: ___ N/A ___ PAN No: ___ N/A ___

Address:- ___ N/A ___

Email ID: ___ N/A ___

Telephone No: ___ N/A ___

Mobile- : ___ N/A ___

Fax: ___ N/A ___

(ii) Second/Joint Applicant/Allottee:

Mrs. ___ N/A ___

W/o ___ N/A ___

Nationality: Indian Date of Birth: ___ N/A ___ PAN No: ___ N/A ___

Address:- ___ N/A ___

Email ID: ___ N/A ___

Telephone No: ___ N/A ___

Mobile- : ___ N/A ___

Fax: ___ N/A ___

(C).. CONSIDERATION

S.No.	Particulars	Area	Amount (Rs.)
(A)	Basic Cost		
(i)	Basic Price(BSP)	-----	-----
(B)	Other Charges		
(i)	Covered Car Parking	-----	-----
	Cost of Unit (A+B)		-----

Note: Service tax/ GST(s)/ GST is not included in cost of Unit and will be payable on total cost of unit as applicable from time to time. Please pay the installment after addition of service tax/ GST(s)/ GST.

(i). Payment Plan: Booking Amount /Total Consideration: **Rs.-----.00 (Rupees ----- Only)**

S. No.	Receipt No.	Cheque Date	Mode Of Payment	Cheque No.	Total Amount
1	-----	-----	-----	-----	-----
2	-----	-----	-----	-----	-----
3	-----	-----	-----	-----	-----
4	-----	-----	-----	-----	-----
				TOTAL Rs.	-----

The booking money shall be calculated on the basic sale price and preferential location charges (if any) given by Allottee(s). The payment of booking money is to ensure fulfillment of terms and conditions as contained herein.

Payment Plan - Flexi Plan Normal (N)

S.No.	Installment	Amount	Description
1	Booking Amount (10%)	0.00	(10% of Total Cost)
2	Within 30 days of Booking 10%	0.00	(10% of Total Cost)
3	On Completion of Excavation (20%)	0.00	(20% of Total Cost)
4	On Start of Basement Slab casting (10%)	0.00	(10% of Total Cost)
5	On Start of 2nd Floor Slab casting (10%)	0.00	(10% of Total Cost)
6	On Start of 6th Floor Slab casting (10%)	0.00	(10% of Total Cost)
7	On Start of 9th Floor Slab casting (10%)	0.00	(10% of Total Cost)
8	On Start of 11th Floor Slab casting (5%)	0.00	(5% of Total Cost)
9	On Start of Top Floor Slab Casting (5%)	0.00	(5% of Total Cost)
10	On Start of External Plaster (5%)	0.00	(5% of Total Cost)
11	Offer of Possession (5% of Total Cost+IFMS)	0.00	(5% of Total Cost+ IFMS+Other if any)
	TOTAL Rs.	0.00	

Total Cost= BSP ☐ + PLC ☐ + Car Parking ☐

Other Charges= Lease Rent ☐ +FFC ☐ +EEC ☐ +CLUB ☐

Note: The Owner / Developer reserves the right to carry out completion of the building and offer possession to the Allottee after payment of the entire remaining installments.

OWNER / DEVELOPER'S REPRESENTATIONS:

A. M/s Rudra Buildwell Infra Pvt. Ltd. has acquired right, title and interest in Plot No. GH-05/C, located at Sector-16, Greater Noida(West), District Gautam Budh Nagar, U.P, admeasuring 20000 sq. mtr., through BR dated **20/09/2012** which was leased by Greater Noida Authority lease dated **03/10/2012** which was duly registered as Doc. No. **19000** at Sub-Registrar of Assurances Greater Noida and is duly empowered to enter into this agreement.

B. WHEREAS the Owner / Developer shall develop the said Plot of Land by constructing thereon a Group Housing complex known as **VICTORYONE AMARA** in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities. The Owner / Developer intends to carry the development/construction of the complex in different phases and shall allot the flats to the intending buyers.

ALLOTTEE'S REPRESENTATIONS:

- C. AND WHEREAS** the Allottee has represented that he has applied for allotment of said Flat with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said Complex named as “**VICTORYONE AMARA**”, and has satisfied himself in respect of ownership title of the property in particular which have been explained by the Owner / Developer and understood by him.
- D. AND WHEREAS** the Allottee has represented that he has seen the relevant documents/papers pertaining to the said Proposed Complex and is fully satisfied that the title of the said residential Complex is marketable and the Owner / Developer has right and authority of marketing the said Complex and to sell/sub-lease the Flat to the Allottee. The Allottee has also seen and understood the plans, designs, and specifications of the said Flat and the said Complex and is willing to purchase the said Flat.
- E. AND WHEREAS** the Allottee has fully satisfied himself as to the right/title of the Owner / Developer over the said land, building plans and all other documents relating to the title, competency and other relevant details and has read the contents, development plan for project and facilities and terms and conditions of the Lease Deed executed by Greater Noida Industrial Development Authority in favour of the Owner / Developer. The Allottee has confirmed to the Owner / Developer that he is entering into this Agreement with full knowledge of all the terms and conditions contained in this Agreement and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Agreement.

AND WHEREAS the Owner / Developer, relying on the confirmations, representations and assurances of the Allottee, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith his application to allot the said Flat and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

STANDARD TERMS & CONDITIONS OF ALLOTMENT LETTER

The conditions mentioned herein below form a part of the Application Form. The application merely represents the Applicant's intention to acquire the said premises and shall not construe any acceptance of the application by the company

DEFINITIONS AND INTERPRETATION

- “Allottee”** :means the Applicant(s) who has/have applied for Allotment Letter of a unit and have agreed to abide by these Standard Terms & conditions and has been provisionally allotted the said premises by the company at **VICTORYONE AMARA** . The Term “Allottee” shall, unless it be repugnant to the context or meaning thereof, be construed to mean and include his/their representatives, successors, executors and permitted assigns.
- “Applicant”** :means a Person who has applied for Allotment Letter of a unit in **VICTORYONE AMARA** .
- “Application Form”** :shall means the applied Allotment Letter.
- “Business Day”** :means a day, other than a Saturday or Sunday, on which the principal scheduled commercial banks located in New Delhi are open for business during normal banking hours.

- “Common Facilities”** :means the facilities under D.G.sets/D.G. rooms, water storage tanks its pumping and supply system, sewerage & drainage systems, electric sub-station/transformers/electric panels/distribution network, maintenance service rooms, lawns including lighting & services etc., roads, pathways & driveways including street lighting & services etc., guard posts, fire hydrants & firefighting systems etc. and all such facilities for common use.
- “Company” and “Owner/Developer”** : means **M/s. Rudra Buildwell Infra Pvt. Ltd.** , a private limited company incorporated under the Company Act, 1956 and having its Corporate office at H - 56, Sector- 63, Noida (U.P.) - 201301 and shall, unless repugnant or inconsistent with the context, be construed to mean and include its successor in interest and permitted assigns
- “Consideration”** :shall be the overall sale consideration of he said premises and shall include the Basic Sales Price (BSP), Preferential Location Charges (PLC), External Electrical Charges (EEC), Fire Fighting Charges (FFC), Social Club Charges and one time “lease rent” as described in the Application Form/Allotment Letter.
- “Earnest Money”** :means the amount equal to 10% of Consideration as specified in the Application Form / Allotment Letter.
- “Government Authority”** :means any government, statutory, departmental or public body or authority, including courts of competent jurisdiction

NOW, THEREFORE, THIS “ALLOTMENT - LETTER” WITNESSETH AND IT IS MUTUALLY, AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN OWNER / DEVELOPER AND ALLOTTEE(S) AS FOLLOWS:

1. That the Owner / Developer hereby agrees to lease/transfer the Flat and the Allottee hereby agrees to take the Flats on lease as described in this Agreement in the said Complex as per the plans and specifications inspected, seen, agreed and accepted by him for a basic sale price plus other additional charges as applicable and described in this Agreement in respect of the said Flat. It is clarified that Allotment Letter is provisional and does not convey any right or interest whatsoever in nature in favour of allottee without proper compliance of terms of Allotment Letter and subject to full & final payment.
2. That the Allottee hereby agrees to pay to the Owner / Developer the Basic Sale Price and other development /preferential charges/ additional charges as per the payment plan opted by the Allottee and as explained to Allottee. The total price mentioned in the application is inclusive of cost of providing electric wiring and switches in the said flat however the total price does not include the cost of fixture, electric and water meters etc. which shall be got installed by allottee at his own cost.
3. That the Allottee hereby agrees that he shall pay the price of the said Flat and other charges calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Complex. The Super Area of the said Flat means the covered area of the said Flat including the entire area enclosed by its periphery walls including area under walls, columns, balconies and shafts etc. and half the area of common walls with other premises/Flats which form integral part of said Flat and Common areas shall mean all such parts / areas in the entire said Complex which the Allottee shall use by sharing with other occupants of the said Complex including entrance lobby, lift lobbies, lift shafts, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to, lift area, machine/pumping set room, security /fire control rooms, maintenance offices / stores, guards Cabin etc., if provided.
4. That both the parties have agreed that the cost of development and construction of the said Flat is escalation-free, save and except increases, which the Allottee hereby agrees to pay due to increase in

Flat area, any increase or additional Govt. rates, taxes, cess, etc., that may be levied or imposed by the Govt. /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 is made applicable to the said Flat /said Complex subsequent to booking requiring the Owner / Developer to provide pollution control devices, treatment plant, water harvesting system etc. in the said Complex, then, the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee on pro-rata basis. Service tax/ GST on sale of the Flat shall be borne and paid by the Allottee as per the prevailing rate.

5. That it is further understood and agreed by the Allottee that the area of the said Flat given in this Agreement is subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Owner / Developer which may result in change (decrease/increase) in the area of the said Flat, change in its dimensions, size, number, etc. However in case, the variation in the flat area, the Allottee agrees to pay the charges of the increased area at the rate of sale consideration at the time of booking.

The allottee in such a condition where variation in the super area is more than 10% shall have the option to withdraw from this agreement and in such an eventuality the Allottee shall be entitled only to refund of his money advance without payment of interest or any other charges or damages.

6. That the Owner / Developer is responsible for providing internal development within the said Complex which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as tank water and sewer lines, storm water drains, roads, electricity, horticulture etc., are to be provided by the Govt. or the concerned authority up to the periphery of the said Complex.
7. That the allottee agrees and confirms that the Owner / Developer may carry development/construction of entire Complex in different phases falling outside the building in which the said flat may be located and the allottee shall have no right to object or make any claim or default in any payment as demanded by the Owner / Developer on account of inconvenience, if any, which may be suffered by the allottee due to such development/construction activity or incidental/ related activities.
8. That it is an essential condition of this agreement that a residential flat shall always be used only for the purpose it has been allotted. Any change in the specified use, which is not in consonance with the use of the said Complex or is detrimental to the public interest will be treated as a breach of the terms of the allotment entitling the Owner / Developer to cancel the allotment and to forfeit the entire amount deposited by the Allottee. Thereafter, the Allottee shall not have any right, title or interest in the said Flat allotted to him/them.
9. That it is agreed by the parties, that the Fire Fighting Equipment and / or preventive measures in the common area of the Complex will be provided as per the existing Fire Fighting Code/Regulations as contained in national Building code, however if required by any law/ byelaw, order or directions or due to any subsequent legislation/Government orders, additional fire safety measures are undertaken, the Allottee agrees to pay for the additional expenditure on pro rata basis.
10. That the Allottee hereby agrees that out of the amount paid/payable for the said Flat allotted to him, the Owner / Developer shall treat 10% of sale consideration, as earnest money to ensure fulfillment of all the terms and conditions by the Allottee, as contained in the Agreement.
 - a. That the Allottee hereby agrees to make all the payments within time as per the terms of Schedule of Payments from time to time without any reminders from the Owner / Developer through A/c Payee Cheque(s)/Demand Draft(s) in favour of "**M/s. Rudra Buildwell Infra Pvt. Ltd.**" payable at New Delhi.
 - b. That the Allottee(s) confirm all payment(s) made toward Allotment of flat have accounted for in this letter of allotment. Allottee(s) declares that he/she/they will make all payment in favour of Owner/Developers through account payee cheque/demand draft/pay order and will take proper

receipt of the same. If he/she/they make any payment other than the Owner/Developer name, in case Owner/Developer has no responsibility.

- c. That in the event of failure of the Allottee to perform his/their obligations or to fulfill all the terms and conditions set out in this Allotment Letter, the Allottee hereby authorizes the Owner / Developer to forfeit the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable out of the amounts paid by him and the allotment of the said Flat shall stand cancelled.

In case allottee wishes to cancel the flat, 10% of total sale consideration shall be deducted as a reasonable pre-estimated loss suffered by the company by reason of breach in not complying with your obligation.

- d. That the timely payment of installments indicated in the payment schedule is the essence of this agreement. If any installments as per the schedule is not paid when it became due the Owner / Developer shall charge interest at the rate of **24 %** p.a. up to next three months. If the allottee defaults in making payment of the outstanding amount for three consecutive months, the allotment shall automatically stand cancelled without any prior notice to the allottee and the allottee thereafter shall have no charge, lien, interest, right or any other claim on the said flat and the Owner / Developer shall refund the amount paid over and above the earnest money, if any, without any interest after re-allotment of the said Flat and after compliance of certain formalities by the Allottee. However, in exceptional circumstances the Owner / Developer may, in its absolute discretion, condone the delay by charging interest @**24 %** p.a. on all outstanding dues for the delayed period.
 - e. That in case, if allottee avails finance facility from financial institution / bank and as per requirement of financial institution / bank if builder issues Permission to Mortgage and Tripartite Agreement will be executed between Builder, Allottee and Bank, the terms and condition and clause of allotment letter will supersede.
11. That the Owner / Developer is authorized to raise finance/loan from any financial institution/ bank by way of mortgage/ charge/ securitization of receivable of the said land and the flats and the Allottee will have no objection in this regard. However, such mortgage, if created will be got vacated and redeemed before execution of sub-lease deed and handing over the possession of the said Flat to the Allottee or NOC will be taken from bank in this regard.
12. That it is agreed by and between the Parties that unless a Sub Lease Deed/ Transfer Deed is executed and registered, the Owner / Developer shall continue to have full authority over the said Flat and any/all amounts paid by the Allottee shall not give him any lien or interest on the said Flat.
13. That the Allottee further agrees that the reserved covered space has been allotted together with the said Flat and the same shall not have independent legal entity detached from the said Flat. The Allottee undertakes not to sell/transfer the reserved covered space independent of the said Flat. The Car Parking space shall form an integral part of the Said Flat/Unit and usage right of the same shall be given to the Allottee for his exclusive use. The Car Parking space shall always remain attached to and be an integral part of the Said Flat/Unit and the same shall not have any independent legal character detached from the Said Flat/Unit. The Allottee shall not sell/transfer/deal with the Car Parking space as independent of the Said Flat/Unit and whenever the Said Flat/Unit is transferred in any manner, the same shall be inclusive of the transfer of the right to use the said parking space simultaneously. The Allottee shall not modify, make any changes or cover the car parking space in any manner whatsoever at any point of time. The covered parking space shall mean the parking space to be provided in the basement or stilt portion of the Said Building Said Complex. The Allottee shall park his vehicle in the said Car Parking space only and not anywhere else in the Said Building/Tower/Complex/Project. The Company will allot the reserved/demarcated Car Parking space

to the Allottee on 'Draw of Lots' basis after handing over of the Said Complex. In the company is unable to provide open car parking space to any allottee, for whatsoever reason, the same will be shifted to the covered car parking space and the difference of the cost will be payable by the allottee. In case open parking slot is not available, company will allot covered parking space and the amount shall be charged at the time of possession or at the time of parking allotment.

14. The Allottee shall not make any additions or alterations in the said flat of whatever nature which may affect the other Flat or common areas and the structure of the complex. The Allottee shall 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. The terrace rights of the Flat shall remain with the Owner / Developer unless allotted against consideration. No further construction/modification is permissible to the Allottee anywhere in the flat including over the roof / terrace of the said Flat. The Allottee shall have no objection if the Owner / Developer gives on lease or hire any part of the top roof / terraces above the top floor for installation and operation of antennae, satellite dishes, communication towers etc.

The Allottee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external facade of the Said Residential Complex or anywhere on the exterior or on common areas or on roads/paths of the Said Residential Complex. The Allottee further under takes as follows:

- That Allottee shall not change the colour scheme of the exteriors of the doors / shutters.
- That Allottee shall not carry out any change in the exterior elevation or design of the Flat/ Unit.
- That Allottee shall not do any activity that may deface the facade of the building.
- That Allottee shall distribute the electrical load in the Flat/ Unit in compliance with the electrical system installed by the developer.
- That Allottee shall not do any welding activity.

The Allottee agrees and acknowledges that he shall be solely / jointly and severally responsible and liable for any loss or damage caused on account of the breach of the aforementioned conditions terms.

15.

- a. That the Owner / Developer shall complete the development/construction of the Flat by 36 months and within an extended period of 6 months thereof. The completion date is subject to force majeure conditions and/or subject to any other reasons beyond the control of the Owner / Developer. No claim by way of damages/compensation shall lie against the Owner / Developer in case of delay in handing over the possession on account of any of the aforesaid reasons and the Owner / Developer shall be entitled to a reasonable extension of time for the delivery of possession of the said Flat to the Allottee.

a(1).That the Developer shall offer of possession of the project within stipulated period, and thereafter there was provision of compensation of delay. It was also agreed that delay compensation amount will be restricted to maximum 2% of total sale consideration.

- b. That the Owner / Developer shall after completion of the flat shall intimate the allottee to take over the possession of the flat within thirty days thereof. However no penalty shall be paid to the allottee for the delay, if the offer of possession is delayed by twenty four months from the stipulated date. The Allottee shall within the stipulated time, take the possession of said Flat from the Owner / Developer by executing lease deed and necessary indemnities, undertakings and such other documentation as the Owner / Developer may prescribe. Govt. Charges like Stamp Duty, registration charges, Sales Tax/VAT/WCT & other miscellaneous expenses like meter connection charges, external electrification charges/ electricity load charges or any charges levied or increased by the govt. in future shall be payable by applicant. Other Govt. charges for execution and registration of Lease Deed & Lease Rent of the unit or any other documentations charges shall be payable by the Allottee.

- c. In case of delay in **offer of possession** of the said Flat for reasons other than force majeure or beyond control of Owner / Developer, the Owner / Developer shall pay a sum at the rate of **Rs.2/- per sq. ft.** of Super area/ leasable area per month to intending allottee for the period of delay beyond **six month** provided, however that the intending allottee has made the payment of all installment towards the sale consideration amount and other consideration of flat in time without making any delay to owner / developer.
- d. That the Allottee shall, after taking possession of the said Flat or at any time thereafter shall have no objection to the Owner / Developer developing or continuing with the development of other Flats adjoining the Flat sold to the Allottee.
- e. Piped Gas Connection Charges, as and if applicable, shall be payable extra by the Allottee on or before offer of possession.
- f. Metro Charges, if imposed before or during the course of construction or up till handing over of the physical possession or at any time thereafter, then the same shall be payable by the Allottee directly or through the Company/Lessee, as the case may be, to the concerned Governmental/Local Authority/GNIDA as per the norms and rules of the concerned Authority.
- g. Service tax/ GST at the rates as applicable at the relevant time shall be payable extra by the Allottee as per Government Rules. Any change/modification in rates of Service tax/ GST as notified by the Governmental Authority shall be adjusted accordingly and shall be borne and paid by the Allottee.
- h. Any request of the Allottee for availing Extra Electricity Load for the Said Flat/Unit shall be considered by the Company at its sole discretion and on first come first serve basis subject to the availability of the balance Electricity Load out of the total Electricity Load as sanctioned by the \ Governmental or Statutory Authority.
- i. Any request of the Allottee for availing Extra Power Back-up Load for the Said Flat/Unit shall be considered by the Company at its sole discretion and on first come first serve basis subject to the availability of the balance Power Back up Load out of the total Power Back-up Load as arranged by, the Company.
- j. Stamp duty and registration, legal charges etc. shall be payable extra by the Allottee.
- k. All Taxes or charges be it House Tax / Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service tax/ GST / GST, Cesses, Labour Cess, Levis, Sales Tax, Trade Tax, Metro Cess, VAT and Taxes and Water & Sewerage Charges, Partikar Shulk, Electricity Load, prepaid dual electronic meter charges and charges of all and any kind called by whatever name, whether levied or leviable now or in future, by any Local/ Authority, State Government Central Government or Court, as the case may be, shall be borne and paid by the Allottee. In the event of any increase in lease premium / lease rent / statutory levy (ies)/ compensation / charges etc. by any State or Central Government, Court or any other Statutory Authority in any form or manner whatsoever, the same shall be borne and paid by the Allottee on prorata basis which shall be decided by the Company. These Taxes or Charges shall be paid by the Allottee as and when demanded by the Company. The determination of the proportionate share by the Company shall be final and binding upon the Allottee.

16.

- a. That the Owner / Developer shall give a notice to the Allottee(s) intimating the date on which the Owner / Developer would give possession or offer of fit out period of the unit to the Allottee(s) and the Allottee(s) shall himself or through its duly appointed attorney take over delivery of the unit within such time as specified in possession letter, in case Allottee does not take possession

of flat within fit out period, he has to pay Rs.10/- per sq. ft. per month for the first month & Rs. 15/- will be chargeable from second month onward from the date of expiry of fit out period.

- b. That after taking possession of Unit the Allottee(s) shall have no claim against the Owner / Developer as regards quality of work, material, pending installation, area of Unit or any other ground whatsoever.
- c. Since it is a large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Allottee(s) must take the possession of apartment as soon as it is made available for possession.

17. "Force Majeure": "Force Majeure" means any event or combination of events or circumstances beyond the control of the Company which cannot by the exercise of reasonable diligence, or 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 disaster etc.;
- b. Explosions or accidents, air crashes and shipwrecks;
- c. Strikes or lock outs, industrial dispute, civil commotion, farmers' unrest;
- d. Non-availability of cements, steel or other construction materials 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;
- f. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, Court Order or direction from any Governmental Authority that prevents or restricts the Company from complying with any or all of the terms and conditions as agreed in this Application or Allotment Letter;
- g. Any Legislation, Order or Rule or Regulation made or issued by the Government or any other Authority or if any Competent or Statutory Authority (ies) refuses, delays, withholds or denies the grant of necessary approvals for the Said Complex / Project or Said Tower/Building or if any Matters, issues relating to such approvals, permissions, notices, notification by the Competent Authority (ies) become subject matter of any Legal Proceeding before a competent Court or for any reason whatsoever;

h. Any event or circumstances analogous to the foregoing

18. That in the event the Owner / Developer is able to get additional FAR or it becomes possible to raise further construction on the ground as well as on the top roof/terrace of the building/complex, the Owner / Developer shall have the sole right to utilize the additional FAR or such right to further construction in the manner it may deem fit including but not limited to by making addition to the said building or making additional building in and around the land of the said complex and the Owner / Developer shall be entitled to get the electric, water, sanitary and drainage, system of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system in the said Complex. The Allottee acknowledges that he has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the said building/complex.

- a. That in order to provide necessary maintenance services, the Owner / Developer may, upon the completion of the said Complex, hand over the maintenance of the said Complex to any individual, firm, body corporate, association etc.(hereinafter referred to as "Maintenance Agency") as the Owner / Developer in its sole discretion may deem fit. The maintenance, upkeep, repairs, lighting, security etc., of the Complex including other common areas, landscaping and common lawns, water bodies of the Complex will be organized by the Owner /

Developer or its nominated Maintenance Agency from time to time depending upon the maintenance cost. The Allottee shall be liable to make payment of such cost to the Owner / Developer or maintenance agency.

- b. That the Owner / Developer or Maintenance Agency and their employees shall be permitted at all reasonable times to enter into the said Flat for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the maintenance of the Complex. However, in case of urgency or exigency, the Allottee Owner / Developer or Maintenance Agency employees may break open the door, windows etc. of the Flat in order to prevent any further damages to the life /property in the said Flat /Building/Complex and the Allottee hereby agrees that such actions of the Owner / Developer/Maintenance Agency is fair and reasonable and he undertakes to not to raise any objection to such action.

- 19. That the Owner / Developer shall have the first lien and charge on the said Flat, in the event of the Allottee parting with any interest therein, for all its dues that may become due and payable by the Allottee to the Owner / Developer under this Agreement.

- 20. That the Allottee shall become member of recreational in-house Club and shall pay the charges/fee regularly, as may be applicable. The Club shall be managed by the Owner / Developer and / or its nominee as the case may be.

- (a) In case the allottee/s not opt for the club membership, he/she and their family members/friends/relatives will not be able to use the faculties of club, recreations and swimming pool.

- 21. That notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable Super area of the said Flat, it is repeatedly and specifically made clear that it is only the inside space in the said Flat that has been agreed to be sold and the inclusion of the common areas in the computation does not give any divisible right and title therein to the Allottee.

- 22. That if the Owner / Developer or the Maintenance Agency decides to apply for and thereafter receives permission from such body/ Commission/ Regulatory/ Licensing Authority constituted by the State Government for such purpose, to receive and distribute bulk supply of electrical energy in the said complex, then the terms contained under the agreement shall apply to such distribution. The bill for such supply of electricity shall be generated by the Owner / Developer or nominated agency on prepaid connection basis, in case coupon is not charged the connection will be automatically disconnected.

- a. That the Allottee(s) has/have to pay monthly Maintenance Charges as decided by the Owner / Developer at the time of offer of possession to the Maintenance Body of the project as nominated by the Owner / Developer. The Allottee(s) will pay Advance Maintenance Charges (AMC), as decided by the Owner / Developer or as demanded by the Owner / Developer for 12 months.

- b. That the Allottee(s) hereby agrees to keep with the Owner / Developer an Interest Free Maintenance Security (IFMS) Deposit towards payment of maintenance charges in order to secure adequate provision of the maintenance services and due performance of the Allottee(s) in paying promptly the maintenance bills and other charges as raised by the maintenance agency. The Allottee(s) further agrees to deposit the said Interest Free Maintenance Security as per the schedule of payment given in this Agreement and to always keep it deposited with the Owner / Developer or its nominee/maintenance agency. A separate maintenance Agreement between the Allottee and the Owner / Developer or its nominee/maintenance agency will be signed/executed at a later date or at the time of possession.

- c. That the Owner / Developer shall have the right to transfer the IFMS of the Allottee to the maintenance agency/association of Unit owners as and when the Owner / Developer may deem fit, after adjusting there-from any outstanding maintenance bills and / or other outgoings of the Allottee at any time upon execution of the Sale Deed/Transfer Deed and thereupon the Owner / Developer shall stand completely absolved / discharged of all its obligations and responsibilities concerning the IFMS including but not limited to issues of repayment, refund and / or claims, if any, of the Allottee on account of the same.
- d. That the Allottee(s) consents that he/she/they will have to allow sweepers/maintenances staff to enter in his/her/their Unit/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her/their Unit or any other Unit.
- e. That the Interest Free Maintenance Security given by the Allottee(s) to the Owner / Developer or nominee of the Owner / Developer is refundable to the Allottee(s)/Resident Welfare Association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RWA of the Complex. At the time of handing over of maintenance of the Project/Complex the charge over the following will be handed over to the RWA:
- f. All existing lifts, corridors, passages, parks underground & overhead water tanks, firefighting equipment with motors, substation and pump room.
- g. Security gates with intercom, lift rooms at terrace without terrace right.

Note: Open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial, parks, parking spaces {excepting what has been allotted by an agreement to Allottee(s)} or tot-lots, space for public amenities, or any other space will remain the property of the Owner / Developer.

- 23. That in case the allottee wants to avails loan facility from financing bodies or his employer to facilitates the purchase of the flat, the Owner / Developer shall facilitates the process subject to the conditions that the terms of the financing agency shall exclusively be binding and applicable upon the allottee only. The responsibility of getting loan sanctioned and disbursed as per the Owner / Developer payment schedule will be exclusively on the allottee.
- 24. That, if any provision of this Agreement is 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 reasonably be inconsistent with the purpose of this Agreement and to the extent necessary to confirm to applicable law and the remaining provisions of this Agreement shall remain valid and enforceable in accordance with other terms. It shall not render this Agreement void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Agreement, the terms and conditions contained in this Agreement shall prevail and be binding on both the parties.
- 25. That the Allottee shall get his complete address registered with the Owner / Developer at the time of booking and it shall be his responsibility to inform the Owner / Developer by Registered A/D letter about all subsequent changes, if any, in his address. The address given in the Application Form for allotment of the said Flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid. In case of joint Allottee, all communication sent by the Owner / Developer to the first Allottee shall be sufficient. All letters, receipts, and/or notices issued by the Owner / Developer or its nominees and dispatched by Registered Post/ Courier to the last known address of the Allottee shall be sufficient proof of receipt of the same by the Allottee.
- 26. That the said Complex shall always be known as "**VICTORYONE AMARA**" and this name shall never be changed by the Allottee or anybody else.

27. That for all purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also deemed to have been modified and read suitably whenever Allottee is a joint stock Owner / Developer, a or any other body corporate or organization or an association.
28. That, if at any stage this document requires to be registered under any law or necessity, the Allottee binds himself and agrees to register the same through the Owner / Developer in his favour at his own cost and expenses and to keep the Owner / Developer fully absolved and indemnified in this connection.
29. That the Allottee, if resident outside India, is/are solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and Reserve Bank of India (Amendment) Act, 1997 and Rules made there under or any statutory amendments.
30. That The Company may, in its sole discretion and subject to applicable laws and notifications or any Government directions as may be in force permit the Allottee to get the name of his nominee substituted in his place subject to such terms and conditions and charges as the Company may impose. The substitution shall be at the sole discretion of the company subject to admin charges as decided by the company and the Allottee shall obtain prior written permission from the Company before doing any such transaction of such substitution. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences/charges that may arise from such substitution. The original as well as substituted Allottee shall jointly and/or severally keep the Company fully indemnified and harmless in this regard. The Company has explained and the Allottee has understood and agreed that all the provisions contained herein and the obligations arising here under in respect of the Said Flat/Unit shall equally be applicable to and enforceable against any and all future nominees / assignees of the Said Flat / Unit, as the said obligations go along with the Said Flat/Unit for all intents and purpose subject to the provisions mentioned hereinabove.
31. That 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 'BUILDER', 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 the city of Delhi, 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 alone shall have jurisdiction in all matter arising out of or touching and/or concerning this allotment.

Declaration: I/we have fully read and understood the above mentioned terms and conditions and do hereby agree to abide by the same. I/we understand that the terms and conditions given above are of indicative nature with a view to acquaint me/us.

For and on behalf of

M/s Rudra Buildwell Infra Pvt. Ltd

Allottee(s)

Authorised Signatory

WITNESSES:

1. _____

2. _____

Specifications

- Earthquake resistant RCC frame structure
- Vitrified tile/laminated wooden flooring.
- Punning on plaster surface and painted with pleasing shades of Distemper/ Emulsion paint.
- Energy efficient Air Conditioner in each Bedroom.
- Modular type wardrobe in all Bedrooms.
- Any/All materials to be used can be of any make.
- Balconies and floor with highly resistant Group 5 Tiles.
- Modular Type kitchen below counter with laminated finished with Accessories, Chimney & Hob.
- Toilet's walls with ceramic tiles up to 7' ceiling height.
- WC and wash basin of matching shades single lever mixture with shower, CP brass fittings & provision for hot & cold water system.
- Entrance Door hardwood framed with both side laminated, flush door.
- Windows UPVC/Aluminum.
- Lights and Fans in all bedrooms.

