



**BUILDER / BUYER
ALLOTMENT AGREEMENT**

Applicant Name: _____

Co-applicant Name: _____

Tower: _____ **Floor:** _____ **Unit No.** _____

Contact No. : _____

E-mail : _____

Requisite Stamps

COMPANY

ALLOTTEE(S)

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“AMBA HOMES”, INDIRAPURAM

THIS AGREEMENT is made at Delhi on this _____ day of _____ 20__.

Between

M/s. Amba Realtors Pvt. Ltd., a company registered under the Company Act, 1956 having its registered office at 270 AGCR Enclave, Delhi -110092. (hereinafter referred to as “the Company” which expression shall, unless repugnant to the context or meaning thereon, be deemed to include its successors, Executors, nominees and assigns) through its duly authorized signatory Sh. _____ S/o Sh. _____ of the ONE PART.

AND

(A) Details of the Applicant(s)/Allottee(s) :

i. Mr./Mrs./Ms _____, S/W/D of _____.

Correspondence Address _____.

Nationality _____, Profession _____, DOB _____

Residential Status: Resident ☐ Non- Resident ☐

PAN No. : _____, Tele No.: _____

Mobile No.: _____ Fax No.: _____

E-mail ID: _____

ii. Mr./Mrs./Ms _____, S/W/D of _____.

Correspondence Address _____.

Nationality _____, Profession _____, DOB _____

Residential Status: Resident ☐ Non- Resident ☐

PAN No. : _____, Tele No.: _____

Mobile No.: _____ Fax No.: _____

E-mail ID _____

(Herein singly/jointly, as the case may be, referred to as the "Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include his /her /their heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns. Whenever, there are more than one Allottee the expression "Allottee" in the Agreement shall be construed as including each of such Allottee and each of their heirs, executors, administrators, legal representatives, successors, nominees and permitted assigns) of the OTHER PART.

(B) FOR PARTNERSHIP FIRM

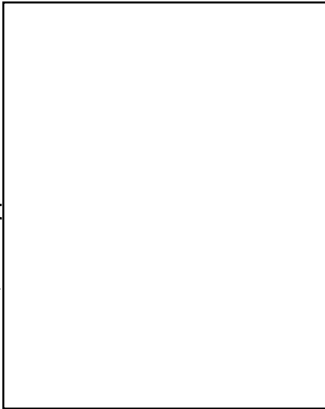
****M/s** _____

a partnership firm duly registered under the Partnership Act through its partner authorize by

resolution dated _____, Sh./Smt. _____ (hereinafter referred to as the "Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, executors administrators, legal representatives, successors, nominees and permitted assigns) of the Other Part

PAN _____ Authorized Person PAN _____

Correspondence Address _____



(C) FOR COMPANIES

****M/s** _____

a partnership firm duly registered under the Company Act, 1956/2013 having its registered office at

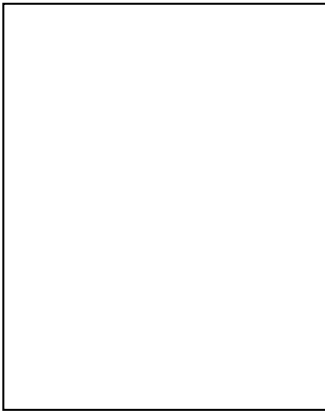
_____ through

Its duly authorized signatory Sh. /Smt _____ authorized by

Board Resolution dated _____, (hereinafter referred to as the "Allottee" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm and their heirs, executors administrators, successors, nominees and permitted assigns) of the Other Part.

PAN _____ Authorized Person PAN _____

Correspondence Address _____



A) Nature & Title of Allotment

The aforesaid Group Housing Project is being constructed on the freehold plot admeasuring 15078.77 sq. mts. The aforesaid plot has been purchased by the **M/S Amba Realtor Pvt. Ltd.**, all deeds are duly registered with Sub-Registers Gautam Budh nagar (U.P.)

Sr.No	Particular	Dated	Area (in Sq.Mtr)
1	Vide Sale Deed	.26/02/2008	5244.33 Sq.Mtr
2	Vide Sale Deed	16/04/2008	4418 Sq.Mtr
3	Vide Sale Deed	20/08/2008	2947 Sq.Mtr
4	Vide Sale Deed	20/08/2008	2469.44 Sq.Mtr

All plots are comprising khata no 126, Khasra no. 526/1, Situated in village Mohiuddinpur Kanawani, Trhsil Dadri, District Ghaziabad (U.P). For the purpose of developing and constructing a Group Housing.

And whereas The Company got the layout and building plans sanctioned from the Ghaziabad Development Authority (GDA) for the developing a Residential-Cum-Commercial complex on the total land under the name of "AMBA Realtors Pvt Ltd" (hereinafter referred to as "**AMBA HOMES**", Indirapuram).

B) Particulars of the Unit

And whereas the Allottee has applied for the company vide application dated _____ for the allotment of following flat in "AMBA Homes", Indirapuram, and Ghaziabad (U.P).

(Area In Sq.ft)

Sr. No	Flat No	Floor	Super Area	Covered Area	Carpet Area

(C) Payment Plans:

The Allottee(s) shall be required to make the payment, as per the payment plan opted by him / her which the Allottee(s) once again reaffirms and declares as under.

The Allottee(s) shall pay the balance amount of the consideration in accordance with the payment plan Annexed as **Annexure A** hereto this Allotment Letter.

☐ Down Payment Plan ☐ Flexi Payment Plan ☐ Construction Linked Plan

Total Cost of the flat : Rs _____, (Rupee _____)

The common facility and reserved car parking space (Open/Basement/Mechanical), which are the payable as per the payment plans spacificied in **Annexure B** to this agreement .The Allottee haas opted for the Down payment Plan/Flexi payment Plan/Construction Linked Plan spacificied in **Annexure B** and shall be bound to make the payments as per the said Payment Schedule.

(D) Payment Details.

And whereas the Allottee has paid a total sum of Rs. _____ (Rupees _____) only as per the details below:

i. Cheque/DD no. _____ Date _____ Drawn on _____ of

Rs _____.

ii. Cheque/DD no. _____ Date _____ Drawn on _____ of

Rs _____.

In the event Allottee(s) fails to pay the balance consideration or in case of any delay in payment of any installments and / or other charges, in accordance with the payment plan, the Allottee(s) shall be liable to pay interest calculated from the due date of outstanding amount @ 18% per annum compounded quarterly.

1. Time is Essence:

That it is understood by the Parties herein that the timely payment is the essence of this allotment letter. Timely payment of each installment and other charges shall be the ESSENCE. It shall be incumbent on the Allottee(s) to comply with the terms of payment and /or other terms and conditions of allotment as stipulated herein.

2. Payment and failure/Delay in Payment

The timely payment of Installments as indicated in the payment plan is the essence of the present Flat Buyer Agreement. If any installments as per schedule is not paid on its due date, the Company will charge interest @ 18% per annum on the

Delayed payment for the period of delay. However if the same remain in arrears for more than 30 days, the allotment will automatically stand cancelled without any prior notice/ intimation to the Allottee and the Allottee will have no lien/ right of any kind on the UNIT. In such case, the amount deposited up to 15% of the basic price of the flat consisting the earnest money will stand forfeited and the balance amount, if any, will be refunded without interest. In the event, the Unit allotted to the Allottee(s) subsequent to the cancellation of Allotment Letter has been allotted to someone else in the waiting list, then the Company, may at its sole discretion offer to the Allottee(s) an alternate Unit, if available, subject to the Allottee(s) making an additional payment of ₹1,00,000/- (Rs. One Lakhs Only) as restoration charges.

It is further agreed that any payments made by Allottee, to the company and a receipt duly signed issued in respect thereof, shall be binding upon the Company, however the payments, if any made by the Allottee, to any third party (including any brokers) or any receipt issued against such payment by such third party (including any brokers) shall not be binding upon the Company.

3. Adjustment of Installments :

The Company shall have the right to adjust the installments amount received from the Allottee(s) first towards the interest and any other sums, if any, due from the Allottee(s) and the balance, if any, towards the Consideration. Further no interest will be paid by the Company to the Allottee for any extra payment i.e. payment done in excess of current dues. The said extra payment will not be refunded and adjusted in next/ subsequent demand.

4. Saleable Area/Super Area & Common Area:

That the Allottee(s) shall pay the basic sale price and other charges of the Unit on the basis of Saleable area/super area. That for computation purpose the term 'Saleable Area/Super Area' shall mean and include the built up area of the Unit plus proportionate area falling under verandah and balcony (including utility balconies), inclusive of areas under periphery walls, area under the columns and walls, area utilized for services, viz. decks , cupboards, lofts , circulation area with corridors, passages and staircase , lifts , shafts (electric , fire , plumbing) services ledges on all floors, stair cases and machine rooms, munties, water tanks, lobbies and refuge areas, projections , architectural figures, lift walls, lift lobbies, common toilets, if any and other common spaces within the blocks of the entire complex. The built-up / covered area of the Unit includes the entire carpet area of the Unit, internal circulation area and proportionate area under internal and external walls and balconies, shared area of walls common with other premises/Units, which shall form integral part of the Unit and common area shall mean all such parts/ areas which the Allottee(s) shall use by sharing with other occupants.

5. Alterations in the Layout Plans, Designs & Specifications:

- i. That the Allottee(s) has/have seen and accepted the plans, designs, specifications which are tentative, modifications in the layout plan / building plans, designs as the Company may deem fit or as directed by any competent authority(s) may be done. That the Company shall have the right to effect suitable alterations in the layout plan, if and when found

necessary. Such alterations may include change in location, preferential location, number, increase or decrease in numbers of Units, floor, block or area of the Unit, design, specifications etc.

II. Provided, however, if as a result of such alterations as stated herein above, there be any change in the location, preferential location number, boundary or area of the said Unit, such change in the area shall inter-all entail proportionate increase or decrease in the consideration of the built up Unit/Flat at the original rate at which the Unit was booked for the difference in area.

III. Any request for any change in construction of any type in the Unit from the Allottee(s) will not be entertained/ allowed.

IV. That in case a particular Unit is omitted due to change in the plan or the Company is unable to hand over the same to the Allottee(s) for any reason beyond its control, the Company shall offer alternate Unit of the same type and in the event of non-acceptability by the Allottee(s) or non-availability of alternate Unit, the Company shall not be responsible to pay any damage or interest to the Allottee(s) whatsoever. Further, that the layout shown in the sales literature is tentative and is subject to change without any objection from the Allottee(s). And whereas as per the Layout Plan, it is envisaged that the Unit on all Floors shall be sold as an independent unit with impartible and undivided share in the land are underneath the plot.

V. That the Allottee(s) consents and agreed that in case during the course of construction and / or after the completion of the Complex, further additional construction on any portion of the land or building or terrace possible or permissible as a result of increase in FAR, the Company shall have the exclusive right to take up or complete such further construction as to which neither the Allottee(s) nor any of its representative/Nominee(s) shall have any objections notwithstanding the designation of any common area as limited common areas or otherwise. In such a situation, the proportionate share of the Allottee(s) in the common area and facilities and limited common areas and facilities shall stand varied accordingly.

Further all the residuary rights in the proposed Complex shall continue to remain vested with the Company till such time as the same or a part thereof is allotted, or otherwise transferred to any particular person/organization by the Company at its sole discretion.

VI. That the specifications of the Unit are subject to change necessitated during construction and in such an event material of equally good quality shall be used. That, the decision of the Company's Architects on such changes will be final and binding on the Allottee(s).

VII. It is understood by the Allottee(s) that there can be any variations in the Saleable area/ Super area of the Unit or its location after completion of the construction work and in such an event no claim, monetary or otherwise, will be entertained or accepted by the Company, except that the original rate per sq. mtr. / Sq. ft. and other charges will be applicable on any increase or decrease in the area. The Company shall be liable to refund in case of decrease in the area without interest the extra price and other additional proportionate charges recovered from the Allottee(s) and / or the Company shall be entitled to recover from the Allottee(s) the additional price and other proportionate charges, in case if the area increase at the time of possession after completion of the construction without interest, as the case may be. The Allottee(s) shall satisfy himself in respect of the design, specifications, fittings etc. used by the Company in the Unit at the time of delivery of the possession of the Unit.

6. Club Membership and Recreational Facilities:

The Company shall construct and provide for club/recreation facilities at its own cost, which may be transferred to outside agency to own, manage and operate such facilities on the terms and conditions as the Company may deem fit at its sole discretion. The above said facilities may be developed simultaneously or to or after the development of the said unit.

That upon the Club becoming functional, keeping in view the general requirement of the members, the quantum of facilities available in the club and other incidental factors effecting running and maintenance, the Allottee(s) shall pay charges as prescribed from time to time and also abide by rules and regulations formulated by the Company or outside agency for proper management of the club, as the case may be.

7. Parking Space:

That the Allottee(s) shall be provided car parking/two wheeler parking space for exclusive use in the said Complex as per application form but the Allottee(s) shall not have any ownership rights over the parking space allotted to him/her/them and one car parking/two wheeler parking space along with the Unit is Compulsory. The two Wheeler/

Cycle shall be parked in the same Parking space allotted to the Allottee(s). It shall be a right of use only which shall stand automatically transferred along with the transfer of the Unit.

Commercial vehicles shall not be parked in the premises. Parking shall be allotted on first come first serve basis.

The Allottee(s) shall park his/her vehicle in the area specially marked for that purpose only. The Allottee(s) shall not allow his/her visitors to bring in their vehicles in to the Complex and same shall ensure to be parked outside the Complex at their own risk, cost and consequences.

The Company also reserves its right to allot un-allotted parking spaces, in future, after handing over maintenance of the said Complex to Residents' Welfare Association (RWA) of owners/ occupiers of the units. The RWA or the Owner(s)/ Allottee(s)/ Occupier(s) of the Units shall not have any right over the un-allotted parking spaces.

8. Maintenance:

The Complex and its common facilities are proposed to be managed by the Company or a facility management agency nominated by the Company initially for a period of 2 years and thereafter for a renewed/extended period till the same is handed over to any local body, Society or the arrangement is terminated by the Company. The Allottee(s) agrees to enter into an agreement for Complex maintenance & facilities management with the Company and/or any agency so proposed by the Company and pay for the monthly and other bills/demands for Complex maintenance & facilities to the management/agency properly and regularly. It is however clear that the Agency so appointed by the Company shall be an independent entity in itself and shall itself be solely responsible for its conduct and shall in no way be construed to be an agent of the Company. The Allottee(s) shall pay Advance Maintenance Charges (AMC) for 1(one) years at the time of possession of the said Unit.

The Advance Maintenance Charges (AMC) shall be fixed on the rates prevailing at the time of offer of possession or as per actual cost basis during the maintenance period. The AMC shall be levied /payable from the date of deemed possession.

The AMC shall be utilized for meeting cost of providing Complex maintenance & facilities management services via campus security, electricity expenses of common areas, housekeeping facilities in common area, garbage disposal, horticulture, maintenance of lifts, water pumps, filtration Units, fire pumps, EPABX system and other common area, electro-mechanical equipment including their AMC's services of an electrician, plumber and Estate manager for the maintenance of the Complex. In addition sinking Fund will be created and will be paid extra by the Allottee(s) for replacement, refurbishing, major repairs of the plants and equipment etc., installed in the Complex or towards any unforeseen contingency in future.

It is understood that the right to use of common facilities shall be subject to regular and timely payment of Complex maintenance & facilities, management bills and other charges as fixed from time to time.

The maintenance charges to be paid by the Allottee(s) within 7 days from the date of the bill to be raised by the Company or any agency nominated or authorized for such purpose. In case of delay interest at the rate 18% per annum shall be charged for delayed period or as per the provisions of agreement for complex maintenance..

The Allottee(s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement.

9. Electricity, Water & Sewer Charges and Maintenance Deposit:

That the Allottee(s) shall pay to the Company electricity, water and sewerage connection charges, contingency deposit and interest free maintenance Security. The Allottee(s) shall pay to the Company Interest Free Maintenance Security Deposit @ 25/- per sq. ft. of the Saleable /Super Area. This amount will be transferred to the Maintenance Agency as security deposit after deducting any dues towards the Allottee(s).

So long as the maintenance and replacement charges are paid regularly, as provided in these present, the Allottee(s) or anyone lawfully claiming under him/her shall be entitled to the user of common facilities. In the event of default of such payments, it shall not be open to Allottee(s) to claim user or any right of the common facilities and that the Company, in its sole discretion, shall be entitled to stop the use of such common facilities by the Allottee(s)/Occupier of the Unit. The use of such common facilities shall be permitted as soon as the breach is rectified.

10. Water Supply:

The Company shall construct an underground water tank for the entire Complex and the supply will be given from the said water tank.

11. Electricity Supply:

That the Company shall get single point electric connection for the Complex from the concerned Authorities and will distribute the same through separate meters to the Allottee(s) through prepaid coupon system. All expenses towards installation of electric meter and other connected charges will be borne by the intending Allottee(s).

The Allottee(s) shall execute separate electricity supply agreement with the Company or its nominating agency or any association formed for the purpose and the Allottee shall be bound by the terms & conditions of electricity supply agreement.

12. Reticulated Gas Supply and FTTX Network

The Company may provide the facility of reticulated gas supply and FTTX network (Fiber to Floor) in the Complex at its sole discretion for the betterment of the Complex. However it is made clear that in case the Company decides to provide the said facility in the complex then the same shall be intimated to the Allottee(s) and the Allottee(s) agrees to pay the charges as may be applicable towards installation, connection, security, supply, usage and maintenance.

The security, installation connection of Gas supply and FTTX network, maintenance of the gas bank, pipelines, FTTX network and usage charges shall be charged separately and the same shall be borne by the Allottee(s) as may be applicable.

13. Power Back Up

That the Company shall install additional equipment for Power Back-up facility in the Complex. However, the Company/Agency may provide power back-up (with extra cost) subject to availability, for capacity up to 5 KVA, further subject to confirmation before six months of completion and payment of one time charge per KVA as may be decided by the Company/Agency. It is however accepted by the Allottee(s) that the availability of the said Power Back-up facility shall be subject to regular payment of charges towards consumption charge per Unit. Further the said Power Back-up facility is an additional feature.

If the Allottee(s) disagree with the charges fixed by the Company/Agency or does not pay the same for any reason whatsoever the Company/Agency shall have right to withdraw the above said facility except for common area services and the Allottee(s) herein shall not claim any loss or damage, whether direct or consequential, from the company/Maintenance Agency/any other Company or Body providing the same In the event the Allottee(s) requires any further Power Back-up for its appliances/equipment, the Allottee(s) at its liability may install appropriate stabilizers/Uninterrupted Power Supply Unit within the Unit.

The said Power Back-up facility shall be usage based and the Allottee(s) shall regularly pay its proportionate share of costs, charges, expenses, etc. incurred by the Maintenance Agency providing the same. That the Allottee(s) accepts that the Allottee(s) shall not claim any loss or damage, whether direct or consequential from the Company/ any other Company or body providing the same , in the event of low voltage, low frequency, inconsistent or non-availability of the same for reasons beyond the control of the Company/any other Company or body providing the same. The capacity of DG sets shall be decided by taking power factor of 0.8, diversity factor of 60% for common and community services and 75% for residential apartments.

14. Watch & Ward Arrangements:

Watch and Ward arrangements are proposed to be provided in the Complex. Accordingly the Company/Maintenance Agency shall have a free hand to restrict the entry of outside persons into the Complex. Provision of such watch and Ward service would not create any liability of any kind upon the Company/Maintenance Agency for any mishap caused by any miscreants.

15. Complex Maintenance:

That the Allottee(s) will allow the Complex maintenance teams to have full access to and through his Unit at all reasonable times and terrace area for the periodic inspection, maintenance, repair of service conduits and the structure.

16. Handing over Maintenance to R.W.A.

At the time of handing over of maintenance of the Complex the following will also be handed over to R.W.A.

- I. All existing lifts, corridors, passages, parks, underground and overhead tanks, firefighting equipments with motors, motor rooms & pump rooms.
- II. Single point electricity distribution system with all liability.
- III. Security Gates with intercom, lift rooms at terrace right.

Note: terraces, roofs, spaces for commercial/recreational facilities, club, , party hall,un-allotted parking & storage spaces (exceeding what has been allotted by an agreement to intending Allottee(s) or, space for public amenities, shopping centers or any other space common areas will remain the property of the Company.

17. Possession:

- i. That the possession of the Unit is proposed to be delivered by the Company to the Allottee(s) within a period 42 Months from the date of execution of this agreement with a further grace period of 180 (one hundred and eighty) days, subject to Force Majeure Events as described in clause 29(i) beyond the control of the Company and upon registration of Sub-Lease Deed/Lease Deed, provided all amounts due and payable by the Allottee(s) as provided herein have been paid to the Company.
- ii. Possession of the said Unit shall be given to the Allottee(s) only after the receipt of the full consideration and all other payments/deposits at the time of execution of Lease Deed. For any delay in making any payment and charges due towards the Allottee(s), the Allottee(s) himself/herself/themselves shall be responsible and the Company shall be at liberty to allot the same Unit to any other applicant or dispose of the same at its will without any objection on part of the Allottee(s) as per terms and conditions of this Allotment letter. That the Lease Deed of the Unit shall be executed in favour of the Allottee(s) by the Company after the entire payment and dues in respect of the allotment are cleared by the Allottee(s). The stamp duty and other registration charges shall also be borne by the Allottee(s).
- iii. That the possession period agreed upon is only indicative and the Company may offer possession before that date in case of early possession, the balance installments shall become due immediately.
- iv. All charges, expenses, stamp duty, official fees etc. including but not limited to payment of professional and legal charges as paid to lawyer for documentation, will be borne by the Allottee. If the Company incurs any expenditure towards registration of Unit, the same will be reimbursed by the Allottee(s) to the Company.

18. Notice for Possession of Unit:

- i. That a written intimation for completion of project (herein after referred as 'Offer for Possession') will be sent to the Allottee(s) and a "Fit-out-Period" of one quarter (Three Months) will commence from the date of the Offer for Possession. The said "Fit-out-Period" is in order to facilitate the Allottee(s) to communicate the exact date by which he/she/they or any of duly appointed attorneys will be taking physical possession of the Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of sub-lease deed etc. The installation of sanitary-ware, wash-basin, kitchen sink, wooden flooring, hardware accessories, final touch of paint etc. will be done during the said "Fit-out-Period" only, which will take around 20 to 25 days for an individual Unit.
- ii. That after having complied with the above mentioned clause and after taking possession of Unit the Allottee(s) shall have no claim against the Company as regards quality of work, material, pending installation, and area of Unit on any other ground whatsoever. Further, the Company after handing over the possession of a particular Unit shall in no way be responsible for safety, stability etc. of the structure.
- iii. That in case Allottee(s) fails to take possession of Unit even after the expiry of three months from the date of Fit-out-Period, the booking of unit shall be treated as cancelled without any further notice and the amount received shall be refunded without any interest after forfeiting amount equivalent to 10% cost of Unit as per the Company's terms and conditions.

19. Holding Charges/Penalty

That if the Allottee(s) fails or neglects to take delivery of the possession of the Unit in accordance with clause 18 (i), the Allottee(s) shall be liable to pay holding charges @ Rs. 5/- per Sq. ft. per month, for the period, the Allottee(s) does not take actual physical delivery/possession of the Unit. The holding charges shall be in addition to the amount payable by the Allottee(s) as his/their share of the Government or Municipal Taxes, Maintenance or other Administrative Charges, on a proportionate basis, as determined by the Company or the Maintenance Agency until the Allottee(s) has taken actual physical delivery.

That the Company would pay charges @ ₹. 10/- per sq. ft. per month for the period of delay in offering the delivery of the said unit beyond the period indicated in clause 18(iii), save and except as for reasons beyond the reasonable control of the Company and Force Majeure events. These Charges would be adjusted in the payable consideration and changes to be found due at the time of Notice for Possession and at the time of execution of the lease deed/sub lease deed.

20. Default:

If for any reason the Company is not in a position to offer the possession of the Unit mentioned herein altogether, the Company shall either offer the Allottee(s) an alternate property or refund the Amount in full with Simple Interest @ 10% per annum without any further liability to pay damages /claim or any other compensations on this account to the Allottee(s) or any one working through him.

21. Rights and Obligations of the Allottee(s):**i. Fire Safety:**

That at present the fire safety measures in the Complex and Unit have been provided as per existing Fire Safety Norms. If however, due to any subsequent Central or Local legislation(s)/ Government Regulation(s)/Orders or directives, or

guidelines or any change in existing guidelines or the Government orders it becomes obligatory on the Company to undertake additional fire safety measures, it is consented by the Allottee(s) that he/she shall be liable to pay proportionate charges in respect thereof.

ii. Express Rights:

That save and except in respect of the Unit to be allotted to the Allottee(s), the Allottee(s) shall have no claim, right, title or interest of any nature or any kind whatsoever except right of ingress/egress over or in respect of Complex, open spaces, terrace(s), common areas, stilt and basement of the Complex.

iii. Common Area Possession:

That only common service shall be transferred to the maintenance authority. The services like shopping space, storage spaces, club/recreational facilities, school, party hall, servant rooms, un-allotted parking and other spaces etc. will be owned by the Company and it may be leased/sold to any agency or individual as the case may be on and any terms as the Company would deemed fit.

The right of usage of common facilities is subject to observance by Allottee(s) of covenants herein and up to date payment of all dues.

iv. Electricity, Water and Sewerage charges:

That the Electricity, Water and Sewerage connection charges shall be borne by the Allottee(s). That the Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. That the Allottee(s) undertake to pay additionally to the Company on demand the cost of electricity, water and sewer consumption charges and/or any other charge which may be payable in respect to the said Unit. If any amount demanded for such dues will not be deposited in time, in that case penalty clause shall be applicable.

v. External Electrification Charges:

That the Allottee(s) undertakes to pay extra charges on account to External Electrification Charges('EEC') as demanded by the Company. External Electrification Charges comprise of providing Transformer, Panels, VCB's, Cables, Pumps, Street lighting and Common Area Lighting as per application form. The EEC @ ₹. 40/- per sq. ft. have been fixed based on cost of service & material/consumables as prevailing in January 2017 and may be changed depending on the variation and cost prevailing at the time of offer of possession and may be changed accordingly.

vi. Entry of Regulation:

It is in the interest of the Allottee(s) to help the maintenance agency in effectively keeping the Unit and the Complex secured always. For the purpose of security, the maintenance agency shape free to restrict and regulate the entry of visitors into the Complex.

vii. Nuisance and Annoyance:

That the Allottee(s) shall not allow or permit any pets such as dogs, cats, rabbits etc. to move around in the common areas, stair cases, parks etc. so as to endanger the life, liberty and property of the other co-occupants/owners.

That the Allottee(s) shall not use the Unit for any such activities, as are likely to cause nuisance, annoyance or disturbance to other occupants of the Complex of those activities which are against law or any directives of the Government or the local authority.

viii. Lawns and Other Common Areas:

That the central green lawns and other common areas shall not be used for conducting personal functions such marriage, birthdays parties etc. if any common space is provided in any block for organizing meetings and small functions , the same shall be used on cost sharing basis.

ix. Permitted Use:

The Allottee(s) shall always use the Unit for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to the structure and /or the assets of other occupants or the equipments in the Complex or use the Unit for any activities apart from residential and not put to use the Unit for any immoral or illegal activity.

x. Internal Security:

It is expressly understood that the internal security of the Unit shall be the sole responsibility of the Allottee(s).

xi. Unit's Interior, Maintenance & Insurance:

That the Allottee(s) shall carry out all the maintenance and interiors of the Unit at its own cost. The insurance of the Unit as well as the interior of the Unit shall be the responsibility of the Allottee(s) and the Company shall not in any case be held liable for any damage or loss occurred on account of any neglect or omission of the Allottee(s) or any act caused/occasioned by any third party.

xii. Signage:

That the Allottee(s) shall not display any name, address, signboard, advertisement material etc. on the external façade of the Unit/Tower as also the Complex.

xiii. Alterations in the Unit:

That the Allottee(s) shall not make any such additions or alterations in the Unit so as to cause blockage or interruption in the common areas and facilities within the Complex and / or to cause any encroachment in the Complex area or in the structure of the building(s) in the Complex. That the Allottee(s) shall not demolish any structure of the Unit or any portion of the same or cause to make any new construction in the unit without the prior approval and consent of the Company or the local authority in written, if required. The Allottee(s) however, undertakes that he/she/they shall not divide/sub-divide the Unit in any manner. The Allottee(s) shall not change the color and façade of outer walls of his/her Unit.

xiv. Change of Nominee(s)

That the Allottee(s) is entitled to get the name of his/her nominee substituted in his/her place, with prior approval of the Company, provided the Allottee(s) has paid at least 95% of the total Consideration and cleared all dues till that date of the Company, who may in its sole discretion and subject to applicable laws and notification or any govt. direction as may be in force, permit the same on such conditions as it may deem fit and proper. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations.

xv. Transfer of Unit:

That the Allottee(s) shall not be entitled to get the names of his/her/their nominees substituted in his/her place. The Company may however, in its sole discretion, permits such substitution on such terms and conditions including payment of such transfer charges as it may deem fit. Any change in the name of the Allottee(s) as registered/recorded with the Company (including addition/deletion) amongst family members (husband, wife and own children and real brother/sister) will be attracting transfer charges. Transfer charges as prescribed by the Company from time to time will be paid by the Allottee(s), before such changes.

- i. The request letter for change of the right of the Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial institutions in case payment against the said Unit was made by the Allottee(s) by raising funds/loans against allotted Units as security from bankers or financial Institutions.
- ii. The substitution/change of name in place of the Allottee(s) will be done as per the Company's applicable policy.
- iii. In case the Allottee(s) desires transfer of allotment/ownership of Unit, before registration/possession, a transfer fee of 4% (four percent only) of the total sale price as prevailing at the time of such transfer shall be payable by the Allottee(s). Transfer of allotment/ownership shall however be permitted only after one year of booking.

iv.

Xvi No Dues Certificate:

That the Allottee(s) shall not assign, transfer, lease or part with possession of the Unit without taking 'No Dues Certificate' from the maintenance agency appointed by the Company or Association as the case may be.

xvii Terrace Rights:

The Allottee(s) shall have no terrace right except the common use along with other occupants or Allottee(s) of the Units in the Said Complex.

The Company reserves the right to give on lease or hire any part of the top roof/terrace above the top floor or to raise any further construction, for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes or otherwise and the Allottee(s) agrees that he/she/they will not object to the same and will not make any claim on this account.

xviii All Taxes and Levis:

All rates, House Tax / Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service Tax, Cesses, City Development Charges, Levis, Sales, Sales Tax, Trade Tax, Metro Cess, VAT, ESI, PF, labour cess and Taxes of all and any kind by whatever name called and development charges of the land of the Project and other charges whether levied or leviable

now or in future imposed by any Local Authorities, State Government, Central Government or Court as the case may be shall be payable and be paid by the Allottee(s).

xix Ownership Right:

That until a sub lease deed is executed & registered the Company shall continue to be the owner of the unit and also the construction there on this allotment shall not give to the Allottee(s) any right or title or interest therein even though all payments have been received by the Company. The Company shall have the first lien and charge on the unit for all its dues that may/ become due and payable by the intending Allottee(s) to the Company. It is further clarified that the Company is not constructing any unit as the Contractor of the Allottee(s), but on the other hand the Company is constructing the Complex as its own and the sale will be affected after the actual construction/finishing of the Unit by the execution of sub-lease deed.

22 U.P. Ownership of Flats Act 1975

That the Allottee(s) undertakes to abide by all the laws, rules and regulations and the terms of Government orders including U.P. Ownership of Flats Act 1975 or any other laws applicable earlier or made applicable hereinafter to the said Unit/ Complex and as amended from time to time.

23 Registration of Address:

That in case of joint Allotment, all communications deemed notices etc. shall be sent by the Company to the Allottee(s) whose name appears first and at the email address or address given by him/her which shall for all purpose be considered as service on all the Allottee(s) and no separate communication shall be sent to the other named Allottee(s). It shall be the sole responsibility of the Allottee(s) to inform and communicate about any such communication to the Co-Allottee(s) as no separate communication will be sent to the other named Allottee(s), it shall be responsibility of the Allottee(s) to inform the Company by Registered A.D. post about all subsequent changes in address, if any, failing which all demands notices and letters sent at email address provided/ posted at the earlier registered will be deemed to have been received by him/her.

24. Further Papers, Applications, Declarations etc.:

That the Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement and all other relevant papers as required, in pursuance and do all the acts, deeds and things as the Company may require to safeguarding the interests of the Company and other Unit Owner's in the Complex.

25. Representations and Obligations of the Company:

The Company shall undertake to allow the Allottee(s) to hold, use and enjoy the Unit and every part thereof without creating any unreasonable interruption either by itself or by any person or person claiming under, for or on its behalf.

That the Company shall be responsible for providing internal services within the Complex which include laying of rods, water lines, sewer lines, electric lines and arboriculture. However, external services like water supply network, sewer storm water drains, roads, electricity outside the Complex to be connected to the internal services are to be provided by Competent Authority.

26. Loans/Mortgage:

That in case the Allottee(s) wants to avail of a loan facility from its employer or financing bodies to facilitate the purchase of the Unit applied for, the Company shall facilitate the process subject to the following.

- i. The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- ii. The responsibility of getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company as per schedule shall be ensured by the Allottee(s).
- iii. The Company has the right to raise finance from any Bank/Financial Institution / Body Corporate and for this purpose create equitable mortgage of the 'Said Land' in favor of one or more of such financial institutions and for such an act the Allottee(s) shall not have any objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of such charge during the construction/development of the Complex , notwithstanding the foregoing the Company shall ensure to have any such charge, if created, vacated on completion of the Project/ Complex or before execution of the documentation/lease deed.

27. Indemnity:

That the Allottee(s) shall abide by the terms and conditions of the Allotment and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Allotment. The Allottee(s) shall be liable for such act,

if any loss is occasioned due to the act or omissions of the Allottee(s), the Allottee(s) shall indemnify the Company for such act or omissions which has occasioned the loss.

28. General:

That various practical and technical reasons may arise due to which the areas and specifications of Unit may change , hence at present the lease deed/ sub-lease deed can't be executed and this allotment letter is issued, which will be superseded by the final Lease Deed. Lease Deed will be executed on the substantial completion of flats, in accordance with relevant provisions of Law as applicable in U.P. on same terms and conditions.

Considering some eventualities which may arise in future thereby compelling the Company to make some changes in the terms and conditions, such conditions as may be notified will also be treated as a part of this Allotment Letter.

That until a lease deed/sub lease deed is executed and registered , the Company shall continue to be the owner of said Unit and also the construction thereon and this allotment shall not give to the allottee(s) any rights or title or interests therein even though all payment have been received by the Company.

29. Force Majeure:

- (i) The Company shall make best efforts to deliver possession of the Unit to the Allottee(s) within the period specially described in the Allotment Letter with a grace period of 180 (One Hundred and eighty) days. If the completion of the Unit is delayed by reason of non-availability or scarcity of steel and /or cement and/or other building materials and/or water supply and / or electric power and /or slow down strike and/or due to a dispute with the construction agency employed/or by the act of God or non-delivery of possession is as a result of any Law or as a result of any restriction imposed by a Govt. Authority or delay in the sanction of building/zoning plans/grant of completion/Occupation certificate by a Govt. Authority or time for delivery of possession of the Unit.
- (ii) Nothing contained herein shall be construed to give rise to any right to a claim by ways of compensation/ damages / loss of profit or consequential losses against the Company on account of delay in handing over the possession for any of the aforesaid conditions beyond the control of the Company. The time consumed by the occurrences of Force Majeure Events shall be excluded while computing the time for the delivery of possession of the Unit for the purpose of this clause.
- (iii) The Allottee(s) hereby agrees that if the Allottee(s) has at any time defaulted in making payment of any installment for consideration or has not made full payment of the price of this Unit and other charges due towards the Allottee(s) , no compensation shall be payable by the Company.
- (iv) It is hereby clarified that the total construction period as stipulated in clause 17 herein shall stand automatically extended, without any further act or deed on part of the Company by the period during which a Force Majeure Event occurs. Provided that the Company shall be the sole judge of the existence of a Force Majeure Event, which judgment shall not be unreasonably exercised.

30. FEMA:

That the Allottee(s) , if resident outside India shall be solely responsible to comply with the provisions of the Foreign Exchange Management Act 1999 (FEMA), and/or all other necessary provisions as laid down and notified by the Government or concerned Statutory Authorities from time to time , including those pertaining to remittance of payment(s) for acquisition of immovable property in India. The Allottee(s) shall also furnish the required declaration to the Company on the prescribed format, if necessary.

31. Undertaking by the Allottee(s)

- (i) That the Unit Allottee(s) has fully satisfied himself/herself about the interest and the title of the Promoter / Developer/Company in the said land on which the Unit as a Group Housing Scheme will be constructed and has understood all limitations and obligations in respect thereof, and there will be no more investigation or obligations by the Unit Allottee(s) in this respect.
- (ii) That this Allotment is subject to the terms and Conditions detailed herein above and all the terms and conditions mentioned in the previous advertisements, price list, prospectus , brochures , application form or any other sale documents shall be treated as null and void and not binding upon the Company. This cancels all previous Allotment Letters, if any, issued against the Allotment of the Unit or any other Unit by the Company.
- (iii) The Allottee(s) acknowledges that the Company has readily provided all the information/ clarifications as required/demanded by the Allottee(s) but that Allottee(s) has/have not relied upon and is not influenced by any plans, brochures , advertisements, representations, warranties or estimated of any nature whatsoever relating to description or physical condition of the property and the Allottee(s) has/have relied solely on his/her/their own judgment and investigation in deciding to enter into this Allotment and is executing the present Allotment Letter willingly without any coercion under influence or misrepresentation.

- (iv) That the Allottee(s) agrees and undertakes that he/she/they shall after taking possession or receiving 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 the remaining structures in the Complex or other buildings adjoining the Unit sold to the Allottee(s).

32. Breach:

That if the Allottee(s) fail to perform or observe all or any of the stipulations contained herein, the Company shall have the right to cancel the Allotment and the Earnest/Registration amount along with the accrued interest on delayed payment till the time of breach, if any, shall be retained/forfeited by the Company.

33. Arbitration:

All or any dispute arising out of or touching upon or in relation to the terms of this Allotment Letter including the interpretation and validity 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 and Conciliations Act 1996 or any statutory amendments, modification thereof for the time being in force. The Arbitration proceeding shall be held in New Delhi by a sole Arbitrator who shall be appointed by the Company. The Allottee(s) hereby confirms that he shall have no objection to this appointment and the intending Allottee(s) confirms that notwithstanding such relationship/connection, the intending Allottee(s) shall have no doubts as to the independence or impartiality of the said Arbitrator. The Courts at New Delhi shall alone have the jurisdiction in all matters arising out of / touching and / or concerning this Allotment Letter regardless of the place of execution of this Allotment Letter.

34. Notice:

Any notice or letter of communication to be served on in either of the Parties by the other shall be sent by email and or by prepaid recorded delivery or registered post/courier or by fax at the address shown here above and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by fax or by electronic mail. However, any change in the address of the Allottee(s) shall be communicated to the Company via registered post/courier within seven days of such change of address.

35. 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 hereinabove are indicative nature with a view to acquaint me/us. The terms and conditions have been shown to me well in advance and I have independently understood the legal implication of the same.

For and on behalf of

M/s. Amba Realtors Pvt. Ltd.

(Authorized Signatory)

ALLOTTEE(S)

X.....

WITNESSES:

1.....

2.....

COMPANY

ALLOTTEE(S)

ANNEXURE – “A”
DETAILS OF SUPER AREA/COVERD AREA/CARPET AREA PLANS

COMPANY

ALLOTTEE(S)

ANNEXURE – “B”
DETAILS OF AMOUNT PAYABLE AND PAYMENT PLANS

A. Statement of Amounts payable:

S.No.	Particulars	Amount (₹)	Total Amount (₹)
A.	Basic Sale Price (BSP)	₹	₹0
	Preferential Location Charges(PLC)	₹0	₹0
	Total (A)		₹0
B	Covered Car Parking Charges (01)	₹0	₹0
	Total (B)		
	Other Charges		₹0
C	External Electrification Charges		
	Fire Fighting Charges		₹ 0.00
	Power Back up Charges		₹ 0.00
	Club Membership Charges (per Flat)	included	₹ 0.00
	Total (C)		₹
	Grand Total (A+B+C)		₹0

The above price of the Unit shall not include the following:

** All taxes, cess e-g labor cess, impositions, levies, duties, development charges as applicable or imposed or which may be imposed by central govt., state govt. or local authorities with regard to the sale of Unit and other charges payable at the time of possession.

** Any change in the rate of service tax in future will be borne by the Allottee.

Payment Schedule
(Annexure-B)

COMPANY

ALLOTTEE(S)

ENDORSEMENT

COMPANY

ALLOTTEE(S)

ENDORSEMENT

COMPANY

ALLOTTEE(S)

ENDORSEMENT

