



PARAMOUNT

INSPIRED BY TOMORROW

## Allotment Booklet



PARAMOUNT

**blossom**



2,3 BHK HOMES • GH-05 (A), SEC-1, GREATER NOIDA WEST

UNIT SALE PRICE Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only)

This Unit Sale Price Inclusive of \_\_\_\_\_ has been allotted to above mentioned Unit.

**Note :** The responsibility of the developer for all types of wooden installations and the fittings in the unit shall seize immediately after the handing over of the possession of the unit to the allottee.

In case the company provides the Gas Pipe line (subject to availability and approval from respective Government Authority), the Refundable Security deposit and connectivity charges of the same shall be extra and has to be borne by the allottee and has to be paid at offer of possession.

The rates mentioned above are free from escalation.

**Extra Charges at offer of Possession**

| S.No | Description  | Amount |      |
|------|--------------|--------|------|
| 1    |              | Free   | Free |
| 2    |              |        |      |
| 3    |              |        |      |
| 4    |              |        |      |
| 5    |              |        |      |
| 6    |              |        |      |
|      | <b>Total</b> |        |      |

\*Taxes extra as applicable

**PAYMENT DETAILS**

| S.No | Receipt No | Receipt Date | Payment Mode | Cheque No | Cheque Date | Received Amount | CGST | SGST | Total |
|------|------------|--------------|--------------|-----------|-------------|-----------------|------|------|-------|
| 1    |            |              |              |           |             |                 |      |      |       |
|      |            |              |              |           |             | <b>Total</b>    |      |      |       |

**DOWN PAYMENT PLAN:**

| S.No. | Installment No.              | Installment Date | Description  | Amount(Rs) |
|-------|------------------------------|------------------|--------------|------------|
| 1     | Earnest Money                |                  |              |            |
| 2     | Within _____ days of Booking |                  |              |            |
| 3     | At offer of possession       |                  |              |            |
|       |                              |                  | <b>Total</b> |            |

**POSSESSION**

Possession of the unit is likely to be given within \_\_\_\_\_ Months from the date of issue of this allotment letter subject to receipt of the entire sale price, extra charges, registration charges and any other charges as may be intimated by the company. However if due to any reason beyond the control of the builder or due to any force majeure unforeseen circumstances e.g. non availability of materials, change in laws by the GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY/government/local authorities/court order etc. there is delay in handing over the possession of the flat, no claim by way of damages/compensation shall lie against the company, the company shall be entitled to reasonable extension of time for completion of construction of the group housing and delivery of possession of apartment. The Company had already started the construction work at site and proposes to carry out the same in full swing, but due to the farmers agitation in Greater Noida (West) almost on daily basis (as also appearing in media) the developers are restrained from carrying out their construction activities smoothly and in continued manner. However the Company would make all efforts to carry out the construction work at site. But under these prevailing conditions, the given possession date, area and super area are tentative. The whole building area and super area shall be calculated at the time of possession. These conditions are not in Company's control. Under these circumstances the Company may be compelled to increase/ decrease area and further extend this possession date. The allottee(s) hereby give(s) his/her/their consent for the same. It is agreed and understood that, Company at its discretion shall change chaukidarana as per the policy of company in case of delay by the allottee(s) in taking the possession of the unit after the possession of the said unit is offered to him/them by the company. It is clarified and understood that certain administrative procedure carried out at the level of authority(s) are beyond the control of the company and once the company applied for providing the completion certificate to the authority(s) it shall be understood that the project is complete and there after company shall not be liable to pay any penalty on delayed possession or compensation whatsoever to the allottee.(s)

Marketing \_\_\_\_\_ Project Head \_\_\_\_\_ Accounts \_\_\_\_\_

For PARAMOUNT PROPBUILD PVT LTD

Authorized Signatory

Date \_\_\_\_\_

Place \_\_\_\_\_

Company \_\_\_\_\_

Allottee/s \_\_\_\_\_

## ALLOTMENT LETTER

To \_\_\_\_\_

Date: \_\_\_\_\_

MR. \_\_\_\_\_

MRS. \_\_\_\_\_

Please refer your application dated \_\_\_\_\_ with PARAMOUNT PROPBUILD PVT LTD having its Corp.office at H 123, Sector 63 Noida 201301 NOIDA 201301. We are pleased to allot you a unit in our PARAMOUNT EMOTIONS project, at GH 05A, SECTOR 1, GREATER NOIDA, vide allotment no \_\_\_\_\_

This Allotment letter is made on this date : \_\_\_\_\_ between PARAMOUNT PROPBUILD PVT LTD, a company incorporated under the Indian Companies Act 1956 having its registered office at 208, 2nd FLOOR, SIKKA MANSION, LSC SAVITA VIHAR, DELHI - 110092 (hereinafter referred to as the COMPANY, which expression shall include its assigns and successor etc. Unless the subject and context requires otherwise) of the one part.

AND

A MR. \_\_\_\_\_  
S/O MR. \_\_\_\_\_

B MRS. \_\_\_\_\_  
W/O MR. \_\_\_\_\_

(Hereinafter referred to as the ALLOTTEE/S, which expression shall include his/her assigns and successors etc. unless the subject and context requires otherwise) of the other part.

This Allotment is subject to the terms and conditions detailed in this allotment letter hereinafter and shall prevail over all other terms and conditions given in our brochures, price lists, application form and any other sale document. This cancels all previous Allotment Letters issued against this allotment. The articles and interiors demonstrated by the company in any show/villa/flat/studios/suites/AC Apartment are only to demonstrate the interior of the unit which can be done by the allottee. It is very clearly informed and understood by the allottee that the company would provide the said unit only with the items as given in the specification sheet of the brochure for the unit. Kindly quote unit details and allotment no. in all future communications with us.

The intending Allottee(s) has/have applied for registration of allotment of an Apartment in a residential complex to be developed in PARAMOUNT EMOTIONS situated at GH 05A, SECTOR 1, GREATER NOIDA.

That the project is being executed on leasehold land allotted/leased by GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, to the company, whereby the company is authorized to develop and market the Project, the terms and conditions of above said allotment/lease deed shall be mutatis mutandis applicable on the allottee (s).

That execution of the sub lease cum sale deed shall be done in favour of intending allottee(s) by the company and GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY in the forms and formats as prescribed by GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY for transfer of the leasehold title of the Unit. The Applicant/s shall also be bound by the terms of GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY. The Authority may make changes in its existing bylaws, purchasable FAR compoundable FAR and green building FAR which the company may get as usual, the company would be free to purchase/utilize such FAR for construction in project. The allottee(s) here by gives his/her there prior consents for any alteration/variation/addition/deletion or modification in the plans, specifications, change in FAR and other particulars as may be necessary due to architectural and structural reasons duly recommended and verified by architect or as directed or sanctioned by sanctioning authority(s) and shall have no objection whatsoever to it in future.

### UNIT DETAILS

Carpet Area: \_\_\_\_\_ SQ.FT.( \_\_\_\_\_ SQ.MT.)

Total Area: \_\_\_\_\_ SQ.FT.( \_\_\_\_\_ SQ.MT.)

10.764 Sq. Ft = 1 Sq. Mt.

Unit no : \_\_\_\_\_

Floor : \_\_\_\_\_

Block : \_\_\_\_\_

Type : \_\_\_\_\_

**Carpet Area:** Means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

**Total Area:** The area after loading of other constructed areas including the constructed common areas over the carpet area which is duly mentioned in the layout plan of the Apartment/unit.

Company \_\_\_\_\_

Allottee/s \_\_\_\_\_

**NOW THIS ALLOTMENT WITNESSETH AS UNDER:**

**A. PAYMENTS**

1. THAT the timely payment of installments by the allottee(s), as indicated in the Payment Plan is the essence of the scheme. If any installment as per the schedule is not paid by the due date, the Company will charge ~~24%~~ <sup>9.5%</sup> interest p.a. on the delayed payment for the period of delay. However, if the same remains in arrears for more than two months, the allotment will automatically stand cancelled without any prior intimation to the allottee/s, and the allottee/s will have no lien whatsoever on the unit. In such case, 10% of the total cost of unit will stand forfeited and the balance amount paid, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding two months by charging interest ~~24%~~ <sup>9.5%</sup> per annum and restore the allotment in case such property has not been allotted to someone else on the waiting list. In such a situation, an alternate unit, if available, may be offered in lieu of the same. In that event no right of whatsoever nature will accrue to any other defaulting flat allottee(s). The units are being constructed on the sole request of the allottee(s) after he/they has/have fully satisfied himself/themselves with the terms & conditions of allotment letter. The payments/installments made by the customer are invested directly into the project for the construction/completion of the project. Any request for refund of the balance amount will be entertained only on the availability of the prospective buyer for the same unit and depending upon the liquidity of funds, at the sole discretion of the company.
2. THAT if for any reason the booking of the Apartment is cancelled by the allottee(s)/Company, 10% of the total cost of unit would be forfeited and the balance amount paid, if any, will be refunded without any interest. However, the Company shall not be liable for any other damages/compensation on this account.
3. THAT in case the allottee/s wants to avail of a loan facility from his employer or financial institutions 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, failing which, the allottee/s shall be governed by the provision contained in clause (1) as above.

The payment option opted by the allottee/s in the application form submitted is final and no change is normally allowed in the same. In case the allottee/s desires any change, the allottee/s shall make a request in writing which the company may consider without any obligation. However if Company decides to make

Company \_\_\_\_\_

Allottee/s \_\_\_\_\_

any change as per the request, the allottee/s shall be liable to make payments as decided by company.

4. THAT the installment due towards the payment of unit is to be paid as per the given payment schedule, no separate letter will be issued for any such installment, hence it is obligatory on the part of allottee/s to pay installments on or before the due dates.
5. THAT if due to any reason the Company is not in a position to allot the apartment applied for, the Company shall be responsible only to consider allotment of an alternative property or refund the amount deposited by the Allottee(s) without any interest. However, the Company shall not be liable for any other damages/compensation on this account.
6. THAT the Allottee(s) has/have seen and accepted the plans, designs, specifications of the project. However builder may affect such changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the architect or as directed or sanctioned by sanctioning authority(ies). Allottee(s) give his/ her/ their prior consents for the same through this Allotment letter and shall have no objection to it. However such alterations/modifications may result in the increase/decrease of area of the flat any time prior to and upto the possession of the flat. It is hereby agreed between the parties that if there is either reduction or increase in the built-up area or super area of the said Apartment, no claim, monetary or otherwise will be raised or accepted except that the agreed rate per sq.ft and other charges will be applicable for the changed area i.e. at the same rate at which the apartment was booked and as a consequence of such reduction or increase in the super area/built-up area, the Company shall be liable to adjust or refund without interest only the extra price or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be. If the allottee(s) gives his/her/their non consent for the above alterations/modifications/ payment then the allotment shall be cancelled and the builder shall refund the entire money received from allottee(s) without any deduction and without any interest.
7. (i) THAT The allottee(s) shall not be entitled to get the name(s) of his/her /their nominees substituted in his/her/their place. The Company may, however, at its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the allottee(s) as registered /recorded with the company (including addition/deletion), amongst family members (husband, wife and own children and real brother/sister) will be attracting administrative charges. Administrative charges as prescribed by the company from time to time will be paid by the allottee(s), before such change.  
(ii) The request letter for change of the right of the allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial institutions in case payment against the said apartment was made by the allottee(s) by raising funds/loans against allotted apartments as security from bankers or financial institutions.

Company \_\_\_\_\_

Allottee/s \_\_\_\_\_

(iii) The substitution /change of name in place of the allottee(s) will be done as per the Company's applicable rules.

8. THAT during construction of the flat, the builder may effect such changes and alteration as may be necessary due to architectural and structural reasons duly recommended and verified by the architect or as directed or sanctioned by sanctioning authority(ies) resulting in the increase/decrease in the area of allotted flat. Hence at present the agreement to sell can't be executed and this allotment letter is issued, which will be superseded by the final Agreement to sell. Agreement to sell will be executed on same terms and conditions after the substantial completion of flats, in accordance with relevant provisions of law as applicable in the state of U.P.

## **B. CONSTRUCTION AND COMPLETION**

9. THAT the Allottee(s) has applied for registration of allotment of an Apartment in "PARAMOUNT EMOTIONS" a project proposed to be developed by Paramount Propbuild Pvt. Ltd., at Group Housing Plot No. GH-05-A, Sector-1, Greater Noida West. The Allottee(s) confirms that he/she/they has/have seen all the documents of titles & other relevant papers/documents/agreements/arrangements entered into between the Company and its nominee/associate companies pertaining to the aforesaid Residential Complex and has/have fully satisfied himself/themselves about the title & rights of the company in respect of the said Residential Complex and subject to all laws and undertakings given by the Company to its associate companies, the Government/GNIDA.
10. THAT the Company may on its own provide additional/equivalent specifications and/or facilities other than those mentioned in the specifications sheet or sale brochures or publicity material, due to technical reasons including non-availability of certain materials of acceptable quality and price or due to popular demand or for reasons of overall betterment of the complex/individual unit.
11. THAT the sale price and other charges of the Apartment payable by the allottee(s) are on the basis of "Super area". The term 'Super Area' shall mean and include the areas which shall form integral part of the said apartment and common area which shall mean all such parts/areas as mentioned in the U.P. APARTMENT PROMOTION OF CONSTRUCTION OWNERSHIP AND MAINTENANCE) ACT, 2010 under this heading, which the Allottee(s) shall use by sharing with other occupants.
12. THAT the Allottee/s shall duly sign the allotment letter and also execute the sub-lease cum Sale deed hereafter with regard to the allotment of the said apartment as and when required to do so by Company and GNIDA. It is hereby agreed, understood and declared by and between the parties that the sub-lease cum sale deed/registry shall be executed & registered in favour of the Allottee/s by the company and GNIDA after the unit has been fully and finally constructed at the site, after receipt of the total sale consideration and other charges, agreed herein, by the company and the Allottee/s. Other connected expenses, cost of Stamp Duty for registration of sub-lease

Company \_\_\_\_\_

Allottee/s \_\_\_\_\_



cum sale deed, registration charges/ fee, miscellaneous expenses and Advocate legal fee/ charges, shall be borne and paid by the Allottee/s. It is however made clear that the possession of flat shall be handed over to the allottee only after sub-lease cum sale deed is executed by him.

13. THAT the allottee/s agrees that he/she will use the said Apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to Allottee/s of other Apartment in the Residential Complex or to crowd the passage or to use it for any illegal or immoral purpose. The Allottee/s shall not store any hazardous or polluting articles/ substances in the said apartment.

The Allottee/s shall not change, alter or make additions in or to the allotted unit or building or any part thereof. The Allottee/s also agree not to put up any name or sign board, neon light, publicity or advertisements material, hangings of clothes on the external façade of the building or any-where on the exterior of the building or on the common areas. The Allottee/s also agree not to change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. The Allottee/s shall be responsible for any loss or damage arising out of the breach of any of these conditions.

14. THAT any request for any change in construction of any type in the apartment from the allottee(s) will not be entertained/allowed.
15. THAT as per U.P. State laws single point electrical connection shall be given for entire residential complex which will be distributed through separate meters to all allottee(s) through prepaid system. Charges for installation of the electric meter i.e. Rs. 16500/- and whole distribution system i.e. 72/- Per Sq. Ft. will be charged extra and shall be paid by the allottee(s) to the company at the time of possession of the apartment.
16. THAT the allottee(s) shall have to make the payments in time of all the bills on account of electricity and any other charges etc as consumed by them to the vendor or its nominated agency.
17. THAT the Allottee agrees and undertakes that he/she shall not at any time before or after taking possession of said flat have any right to object to the builder continuing the development and/or carrying out the construction of other building(s) / structures in the 'PARAMOUNT EMOTIONS'. Further, the Allottee either individually or jointly or through anyone else shall at anytime not claim any relief or Stay, Injunction etc. from any Court/Authority that may impede/cause hindrance to the builder in completing the project or handing over possession therein to the other prospective Allottees.

### C. MAINTENANCE

18. THAT the Builder shall not pay any damages / compensation to the allottee(s) in case of the failure of the services which are technical in nature.

Company \_\_\_\_\_

Allottee/s \_\_\_\_\_

19. THAT the allottee(s) shall pay maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the apartments) in the complex, as determined by the company or its nominated agency till the formation of RWA as per act and handing over the project to RWA.

20. THAT the Allottee(s) shall permit the company or its nominated agency or their representatives when so required to enter his/her/their Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the company/intending Allottee(s). In case of an emergency, such right of entry shall be immediate.

#### **D. GENERAL TERMS AND CONDITIONS**

21. THAT all taxes and statutory levies/compensation presently payable in relation to land comprised in "PARAMOUNT EMOTIONS", have been included in the price of apartment. However, in the event of any further increase in such levy(ies)/compensation by government/GNIDA/court or any other statutory authority the same shall be payable by the allottee(s) on pro-rata basis. Any charges payable to various departments for service connections to the said residential unit like water, telephone and on account of external electrification charges as demanded by UPSEB or any competent Authority shall also be additionally payable by the allottee(s).

22. THAT all taxes or charges be it, House Tax/Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service Tax, Cesses, Levies, Sales Tax, Trade Tax, Metro Cess, VAT and Taxes of all and any kind by whatever name called and development charges of the land of the Residential Complex and other charges whether levied or leviable now or in future imposed by GNIDA or any other Local Authorities, State Government, Central Government or Court as the case may be shall be payable and be paid by the Allottee(s).

23. THAT the Allottee(s) shall abide by all laws, rules and regulations of the GNIDA/Local bodies/State Govt. of U.P/ Central Government and of the proposed body, and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations.

24. THAT until a Sale deed is executed and registered, the company shall continue to be the owner of said apartment and also the construction thereon and 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/financial institution / bank shall have the first lien and charge on the said apartment (including on any income/rent there from) for all its dues and other sums as are and / or that may hereafter become due and payable by the allottee(s) to the company / financial institution/ bank.

25. THAT the Allottee(s) agrees and undertakes that he/they shall become member of any body/association/society of Allottee(s)/ Occupants(s), as may be formed, by the company on behalf of the

Company \_\_\_\_\_

Allottee/s \_\_\_\_\_

allottee(s) as per the provisions of U.P. APARTMENT (PROMOTION OF CONSTRUCTION OWNERSHIP AND MAINTENANCE) ACT, 2010 and to pay any fees, subscription charges thereof and to complete such documentation and formalities, as may be deemed necessary by the company for this purpose, as and when such body/association/society is formed.

26. That the apartments on all floors shall be sold as an independent apartment with impart-able and undivided share in the land area underneath the flat on lease hold basis. The allottee(s) shall not be permitted to construct anything on the top-roof.
27. THAT interest free maintenance security (IFMS) Rs. 15/- per sq.ft. will be charged at the time of possession.
28. THAT in case the Company is unable to construct the apartment other than the reasons beyond the control of builder, within stipulated time, after exceeding the grace period of 6 months, the Company will compensate the Allottee(s) for delayed period @ Rs.5/- per sq.ft. per month subject to regular and timely payments by the Allottee(s).  
*1.5% simple interest per annum*
29. 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.
30. THAT the allottee(s) shall get his/her/their complete address registered with company at the time of booking and it shall be his/her/their responsibility to inform the company by registered A/D letter about all subsequent changes, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her/them at the time when those ordinarily reach such address and the allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. In case there are joint allottees all communication shall be sent by the company to the allottee whose name appears first and at the address given by him/her for mailing and which shall for all purpose be considered as served on all the allottees and no separate communication shall be sent to the other named allottee(s).
31. THAT the Allottee acknowledges that on his/her/its demand the Company has readily provided all the information, clarifications etc. including inspection of the ownership record of the Lands, various approvals and sanctions granted by government, site plans and all other documents relating to the rights and title of Company to develop the said Project including the flat/s subject matter of present allotment, and the Allottee has relied solely on his/her/its own judgment and investigation while deciding to execute this Allotment. No other oral or written representation or statement made by or on behalf of the Company shall be considered to be part of this Allotment.
32. THAT the allotment of apartment is at the discretion of the company and the company has a right to reject any offer/application without assigning any reason. In the event the company decides to reject any

Company \_\_\_\_\_

Allottee/s \_\_\_\_\_

offer/application for allotment of Apartment, the company shall not be obliged to give any reason for such rejection and any such decision of the company rejecting any offer/application for allotment of apartment shall be final and binding.

33. THAT if, for any reason whatsoever, the permission to establish PARAMOUNT EMOTIONS or any part of it granted to the Company is/are stayed or cancelled by any Court/Authority, then the Company shall challenge its validity and efficacy before the competent authority(ies)/Court and in such an event, during pendency of such proceedings and until their final determination, the money(ies) paid by the Allottee of this Allotment shall continue to remain with the Company, and the Allottee shall not claim any interest there upon or ask for specific performance of the terms & conditions of this Allotment until the cancellation or the court order becoming final. In case the final order is against the Company, the Company shall only be liable to refund the amounts paid by the Allottee (without any interest) after deducting statutory charges paid by the Company & also amounts paid by the Allottee on account of his/her/its own default e.g. interest/charges on delayed payment etc.
34. THAT the Allottee(s) agrees that the parking space forming a part of his/her/their flat has been allotted to him/her/them for exclusive use and shall understood to be the integral part of the flat, the same shall not have an independent legal entity detached from the flat. The Allottee(s) undertakes not to sell/transfer/deal with the reserved parking space independent of the flat and further undertakes that the allottee(s) shall not modify, make any changes or cover the car parking space(s) in any manner whatsoever at any point of time. The allottee(s) also undertakes to park his/her vehicle in the said parking space and not anywhere else in the Colony.
35. THAT the Company shall have the right to raise finance from any bank/Financial Institution/Body Corporate and for this purpose create equitable mortgage against the construction or the proposed built up area in favour of one or more 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 construction of the complex. Notwithstanding the foregoing, the Company shall ensure to have any such charge, if created, vacated on completion of the complex, before transfer/conveyance of the title of the unit to the allottee/s.
36. THAT all charges payable to various departments for obtaining service connections to the residential units like electricity, telephone, water etc. including security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the allottee/s.
37. THAT the company has arranged for the installation of a shared Neutral Access Network Operations (NANO), information, communication and entertainment network based on optic fiber for the provisioning of all IT, Telecom, Communication, Entertainment, Security and Building Management facilities at the Paramount Emotions.

Company \_\_\_\_\_

Allottee/s \_\_\_\_\_



The company has entered into an agreement with Radius Infratel Pvt Ltd for the provision of above NANO Service. The allottee(s) hereby consent that the terms and conditions of this agreement shall be mutatis mutandis applicable on the allottee(s).

The above network will require the installation of the termination equipment with regard to the premises of the allottee(s). The allottee(s) agrees that this network will be the exclusive network for the provision of all such services within the Paramount Emotions and that all above services shall be routed to the allottee(s) through this network only.

The above network will be built, installed, owned and operated by M/s Radius Infratel Private Limited (RIPL), who shall make available the said network to all service providers, who are desirous of providing services to the residents of the Paramount Emotions and enter into an agreement with RIPL in this regard.

The NANO installation and operation is highly technical in nature, in case due to any reason the system does not perform or fails, the builder shall not be responsible for the same and the allottee(s) consent that he/she/they shall not claim any damages, compensation or refund for the same.

The allottee(s) will pay Rs. 15500/- as refund security through cheque/DD to the service provider/Company's nominated agencies for intercom facility and ONT box at the time of possession. And also allottee(s) will pay to RIPL an amount of Rs. 199/- (Rupees One Hundred and Ninety Nine only) per month as Monthly Recurring Charges (MRC) for the operations and maintenance of the NANO Network. The MRC shall be collected, on behalf of RIPL, by the Company or by the Maintenance Agency to be appointed by the company and/or by the RWA (to be formed at project in due course).

38. THAT all disputes or disagreements arising out of in connection with or in relation to this allotment shall be mutually discussed and settled between the Parties. If such discussions remain inconclusive then the same shall be referred to the sole arbitrator, a person to be appointed by the "Company". The Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceeding shall always be held in GNIDA (U.P) India. The arbitration and conciliation act, 1996 or any statutory amendment / modification for the time being in force shall govern the arbitration proceedings thereof. The High Court of Allahabad and the courts subordinates of it at District Gautam Budh Nagar shall have jurisdiction in all matters arising out or touching and/ or concerning of said apartment/ Residential Complex.
39. THAT in case of any dispute between the co-allottee/s, the decision from the competent court shall be honored by the Company.
40. Considering some eventualities which may arise in future compelling the builder to make some changes in the terms & conditions, such conditions as may be notified will also be treated as a part of this allotment letter.

Company \_\_\_\_\_ Allottee/s \_\_\_\_\_

41. THAT the Allottee/s if resident outside India shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act, 1973 and other applicable laws including that of remittance of payments and for Acquisition of the immovable property in India. The Allottee/s shall furnish the required declaration for the same to the Company.

42. THAT the act of forwarding this Agreement to the Allottee(s) by the company does not create a binding obligation on the part of the company until firstly, the Allottee(s) signs and delivers this agreement with all the annexure(s)/documents thereof to the company. Secondly, a copy of this Agreement executed by the company through its authorized signatory is delivered to the allottee(s).

For Paramount Propbuild Pvt. Ltd.

I/We hereby accept this allotment letter

(Authorised Signatory)

Allottee/s

Witnesses 1: \_\_\_\_\_

Witnesses 2: \_\_\_\_\_