



Lotus Enclave

2/3 BHK VILLAS

ALLOTMENT LETTER

No. _____

ALLOTMENT LETTER

This forms integral part of Allotment made on this _____ day of _____ between Viraj Constructions Pvt. Ltd. having its registered office at 55, Babu Banarasi Das Nagar, (Purana Quila), Lucknow - 226001 (Hereinafter referred to as the Company, which expression shall include its assign and successors etc. unless the subject and context required otherwise) of the One Part; AND _____, resident of _____

(Hereinafter referred to as the ALLOTTEE/S which expression shall include his/her/their respective legal heirs, successors, executors, transferees and assignees) of the Other Part, for Unit No. _____ Block _____, at "Lotus Enclave" in BBD Green City, New Gomti Nagar, Faizabad Road, Lucknow.

This Allotment Letter is subject to the fulfillment of terms and conditions as detailed below which shall prevail over all over terms and conditions given in our brochures, advertisement, price lists and any other sale documents. This cancels all previous Allotment Letters issued, if any, to you against your application for allotment of this unit.

UNIT DETAILS:

Villa No.		Type/Category	
Built up area		Plot Area (In Sq. Mtr.)*	
Type	Finished ☐	Semi Finished ☐	Unfinished ☐

* 1 sq.mtr = 10.764 sq.ft.

PREFERENTIAL LOCATION CHARGES (PLC): Extra Charges, which are over and above the Basic Sale Price as mentioned above or in the price list and various clauses of this Allotment Letter, shall become payable as per conditions of price list.

OTHER CHARGES (OC): Other charges, which are over and above the Basic Price as mentioned in the price list and various clauses of this Allotment Letter for providing the various facilities, shall become payable as per conditions of price list.

SALE CONSIDERATION OF UNIT: As per attached annexure I.

PAYMENT PLAN: As per attached annexure II (The full payment has to be made as per attached annexure).

POSSESSION OF THE UNIT: On payment of the entire sale consideration of the unit and any other charge/s as may be intimated by the Company.

The Possession of the unit shall be given to the Allottee(s) by the Company in 48 months from the date of allotment. With a grace period of 6 months. The possession period clause is applicable on timely payments by the allottee(s), who honour the payment schedule agreed as per Allotment Letter.

Place.

Date.

COMPANY

ALLOTTEE/S

Annexure-II

TERMS AND CONDITIONS

This Allotment Letter made on this _____ day of _____, 20 _____.

BETWEEN

Viraj Constructions Pvt. Ltd., a company formed under the Indian Companies Act, 1956, having its registered office at 55, Babu Banarasi Das Nagar, (Purana Quila), Lucknow - 226001 (Hereinafter referred to as the Company, which expression shall include its assign and successors etc. unless the subject and context required otherwise) of the One Part;

AND

1. Mr. /Ms
S/D/W of
R/o
.....
2. Mr. /Ms
S/D/W of
R/o
.....
3. Mr. /Ms
S/D/W of
R/o
.....

(Hereinafter referred to as the ALLOTTEE/S which expression shall include his/her/their respective legal heirs, successors, executors, transferees and assignees) of the other part.

WHEREAS the Company is developing a gated complex having cluster of dwelling units by the name of Lotus Enclave at BBD Green City (LDA approved Viraj Integrated Township) located at New Gomti Nagar, Faizabad Road, Lucknow on land acquired by the company or allotted by the Lucknow Development Authority.

AND

WHEREAS the requisite Allotment Letter is being executed now incorporating the details embodied in the application, terms and conditions of which shall form integral part of this Allotment unless superceded, directly or indirectly, by anything contained in this Allotment Letter.

NOW THIS ALLOTMENT LETTER WITNESSETH AS UNDER:

A. PAYMENTS

1. That the amount paid with the application and in installments as the case may be, to the extent of 10% of the *total cost of the Dwelling unit shall collectively constitute the earnest money.*
2. That the timely payment of Installments as indicated in the Payment Plan is the essence of the scheme. Installment due towards payment of the unit will be paid at intervals in accordance with the mode of payment spelt out above. If payment is not received within the stipulated period or in the event of breach of any of the terms and conditions of this allotment letter by the buyer, the Allotment will be cancelled and balance payment will be refunded without any interest, after deduction of 10% of the total sale consideration of the unit. In case of Promoter/Company allow any latitude in the payment of the Installment, Interest @1.5% per month will be charged for the period payment is not made. Earnest money, in no case, is refundable and will stand forfeited in full. In case amount paid by the buyer is less than the aforesaid amount of 10 percent of the total sale consideration of the unit, entire amount paid by the buyer shall be forfeited by the Company and the company shall have right to recover the balance of the 10% of the sale consideration from the allottee.
3. For preferentially located unit extra charges, as given in the payment plan, will be paid additionally.
4. That in case the allottee, at any time, desires for cancellation of the allotment, it may be agreed to, though, in such a case 10% of the total sale consideration of the unit, shall be forfeited and the balance, if any would be refunded without any interest in the following manner:
 - a) The Company shall be entitled to deduct a sum equal to 10% of the total sale consideration of the unit as mentioned for exercise of such option by the Allottee/s;
 - b) The Allottee/s shall be entitled for the refund of money paid by him subject to deduction of 10 percent of the total sale consideration of the unit as mentioned in (a) above after the expiry of a period of three months from the date on which the Company receives the notice of the Allottee/s application for cancellation;
 - c) No interest shall be payable by the Company for the said period of three months;
 - d) If the amount paid by the Allottee/s is less than the amount to be deducted under (a) above, the Allottee /s shall pay to the Company, deficient amount to the extent of 10% (ten percent) as mentioned in (a) above.
5. That in case the Allottee/s want to avail loan facility from any Bank/Financial Institution/Agency to facilitate the purchase of the Unit applied for, the Company shall facilitate the process subject to the following:
 - (i) The Allottee/s shall arrange/avail the loan facility from Bank/Financial Institution/Agency at his own and the Company shall not be responsible or liable for the same in any manner whatsoever.

- (ii) In such case the Allottee/s shall ensure that the Installment as stipulated in payment plan are paid on due dates as per the payment schedule notwithstanding any delay in reimbursement of loan or non-sanction of the loan by the Bank/Financial Institution/Agency.
- (iii) If the Installment(s) is not paid on due dates as stipulated above, the Company shall be entitled to recover the interest on late payment notwithstanding anything contrary to this contained in any other agreement among the Promoter, the Buyer and the Bank/Financial Institution/Agency.
- (iv) In case the Bank/Financial Institution/Agency makes the lump sum payment of the Cost of unit, the Company shall not be liable to pay the interest or any other charges to the Allottee/s for receiving the payment before due dates.
- (v) In case of non-sanction of loan, the buyer shall ensure to pay the Installment as per the payment plan, failing which, the Allottee/s shall be governed by the provisions of this letter of allotment.

B. CONSTRUCTION AND COMPLETION OF UNIT

- 6. The specifications for the unit are shown in the sale brochure. Any additional/better specifications for individual unit requested for by the Allottee/s well in time may be provided, if technically feasible, for which extra charges as demanded by the company will be paid by the Allottee/s.
- 7. That the Company may on its own modify/delete/improve specifications and/or facilities as mentioned in the sale brochures due to technical reasons/due to popular demand/unavailability of certain material/s for overall betterment of the complex/individual unit or for any other reasons beyond the control of the Company. The proportionate increase in cost due to such changes will be borne by the Allottee/s.
- 8. The Drawing of the project displayed in the marketing office of the Company are final and duly sanctioned by concerned authority and if the drawings are changed by the sanctioning authorities/Company during the course of construction work, the Allottee/s shall have no right to Object/Claim for such a change. Within the agreed consideration cost, the Company shall complete all the civil work, plumbing, sanitary work, painting, polishing and internal electrification. The unit shall, in particular, comprise of specifications as mentioned in the sale brochure.
- 9. THAT the completion of the unit will be done as per the completion date subject to receiving the entire cost and other payments as per the terms of Allotment. However, if the Allottee/s opts to pay the cost in advance of scheduled time, a suitable discount may be allowed by the company on its own discretion but the completion schedule shall remain unaffected. In case the Allottee/s insists for early completion of the unit the Company shall try to do the same. In such a case, the discount offered on advance payment shall proportionately be reduced but early completion of the unit shall in no case be binding on the Company.

C. MAINTENANCE OF THE COMPLEX:

- 10. THAT on completion of Complex/allotted unit/offer of possession, whichever is earlier, interest free maintenance security (IFMS) towards the maintenance and upkeep of the external common facilities of the complex shall be payable by the Allottee/s to the Company as mentioned in the payment plan (Annexure II of this allotment letter). The date of commencement of maintenance and upkeep of the complex for which monthly maintenance charges to be paid by the allottee based on built-up area of the

unit, shall be reckoned from the date of issue of "Letter of Offer of Possession". *The amount to be deposited as IFMS will be according to built-up area of the unit as mentioned in the sale brochure. Further, the monthly maintenance charges at the time of offer of possession and intimated to the Allottee/s by the Company from time to time shall be payable by the Allottee/s for initial twelve months in advance along with PDC for next twelve months and thereafter in advance by the seventh day of every month. In case of delay in payment of monthly maintenance charges, by the allottee(s) the company will charge interest @ 1.5% per month for the period of delay. Further, the Company can also recover the default in monthly maintenance charges from the IFMS of the Allottee/s. Moreover, the Company/its nominee will be entitled to effect disconnection of the service to defaulting Allottee/s that may include disconnection of water/sewer, connection, if any, and debarment from usage of any or all common facilities within the complex. The company reserves the right to enhance the maintenance amount payable by the allottee/s keeping in view the actual cost of maintenance of the complex. The company may outsource any or all maintenance activities to outside agencies and authorized them to do all acts necessary in this regard. The Allottee/s agrees to sign "Maintenance Agreement", if required, with the company or with the maintenance agency undertaking the maintenance activity.*

11. THAT the maintenance of Dwelling unit inside the boundary wall, sewer, drain, pipes etc., shall be the exclusive responsibility of the Allottee/s from the date of possession. Further, the Allottee/s will neither himself permit anything to be done which damages any part of the Dwelling unit, pipe line(s), common areas, roads, adjoining Dwelling units etc. nor violate the rules or bye-laws the local authorities, Maintenance Agency or the Association of Allottee/s. The Allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the company may recover the expenditure incurred on such rectification from the allottee/s security deposit.
12. THAT the IFMS shall become payable before taking possession as mentioned in clause 11.
13. In case at any time the Company hands over the Maintenance Services of the Project to the Resident Welfare Association (RWA), I/we hereby agree to join the said RWA. Further the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting there-from any outstanding maintenance bills and/ or other outgoings of the Buyer(s) to such RWA/ Maintenance Agency, as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the Interest Free Maintenance Deposit or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Buyer(s) on account of the same.
14. THAT in case maintenance of the Complex is handed over to the Association of the Allottee/s only common services shall be transferred to the Association of Allottee/s. Spaces like, *storage* space, central plaza, parks, approach roads, *etc.*, shall not be handed over to the association and will be owned by the company and may be developed or sold to any agency of individual as the case may be on such terms as the company would deem fit.
15. THAT in order to provide necessary maintenance services, dedicated focus and transparency in accounting and audit procedures if the Company deems fit, the Allottee/s shall, upon the completion of the project, hand over the maintenance of the said complex to maintenance agency

and the maintenance charges collected by the company from the allottee shall be transferred to the said maintenance agency and the allottees specifically confirms their consent to it.

16. THAT the Allottee/s will maintain the unit allotted to him himself at his own cost and expenditure.

D. TERMS OF DEVELOPMENT AUTHORITY

17. THAT the project is being executed by the company on land acquired from farmers/allotted by Lucknow Development Authority for development of the Group Housing Project/ Row Housing Project/ Commercial Projects on the said land. The Sub-lease Deed/Sale Deed, as the case may be, of the unit will be executed in favour of the Allottee/s by the company. The Allottee/s will be bound by the terms of the development authority/given in Sub-lease deed or Sale Deed.
18. THAT all taxes or charges, present or future, on land or on building levied by any authority from the date of booking shall be borne and paid by the Allottee/s. However, so long as each unit of the said complex is not assessed separately for the taxes, all the Allottee/s shall pay proportionate share of taxes assessed on the whole complex.
19. THAT the company shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines. However, external services like water supply network, sewer, storm-water drains, roads, electricity outside the complex to be connected to internal services are to be provided by the development authority, as the case may be.
20. THAT all the terms and conditions of allotment of the land by the Development Authority as the, case may be, to the company will be mutatis mutandis applicable to the Allottee/s.

E. POSSESSION OF UNIT:

21. The possession of the unit shall be given in 36 months from the date of allotment letter or extended period as permitted by the allotment letter.

Upon receiving a written intimation, the allottee shall, within time stipulated, take possession of the said unit by executing indemnities, undertakings, maintenance agreement and other documents as prescribed. If the allottee fails to take the possession within the time period prescribed, the Company shall have no liability of maintaining the unit and security thereof. The Company shall be entitled to recover the due amount at any stage, through available legal remedies. The company may decide to condone the delay by allottee in taking over the possession of the unit in deserving cases, **on the condition that allottee shall pay to the company charges @ Rs. 5.00 psft. of the built-up area per month for the entire period of delay.** These charges shall be in addition to maintenance or any other charges as provided under the allotment letter. Further, the allottee shall have no right or claim in respect of any item of work which the allottee may allege not to have been completed or in respect of any design specification.

22. THAT the Sale Deed/Sub 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

23. That all the charges, expenses, stamp duty, registration fee, incidental charges, etc, towards the Sale Deed/Sub Lease deed, including documentation, will be borne by the Allottee/s. If the company incurs any expenditure in this regard, the same shall be reimbursed by the Allottee/s to the Company.
24. That the possession of the unit will be given after execution of the Sale Deed/Sub Lease deed.
25. *THAT the Allottee/s shall get exclusive possession of the built up area of his/her unit and will be transferred the title of this area. The Allottee/s shall have no right, interest or title in the remaining part of the complex, except the right of ingress and egress in the common areas and approach road. The aforesaid land and the land for other common facilities shall remain the exclusive property of the company. The right to usage of common facilities is subject to observance by Allottee/s of covenants herein and up to date payment of all due amounts.*
26. *That the built-up area of the unit includes the entire carpet area of the unit, internal circulation area and proportionate area under internal and external walls corridors, stairs, passages, lobbies, projections and architectural features, munties, toilets, and balconies. The built up area shall be measured from outer edge of the wall if it is not common and from the center of the wall if it is common. The method of calculation of the built up area shall be binding upon all the Allottee/s.*
27. THAT the final built-up area of the units will be intimated after final physical measurement after construction. In case of variation in actual built-up area vis-a-vis booked built-up area, necessary adjustments in cost plus or minus, will be made at the rate prevalent at the time of the booking.
28. THAT the size given in plans are tentative and can be modified due to technical and other reasons, e.g., change in position or direction of the unit, number of the unit, its boundaries, dimensions or its area. The company shall be liable only for cost adjustment arising out of built-up area variations.
29. THAT in case a particular unit is omitted due to change in the plan or the company is unable to handover 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 be liable to refund only the actual amount received from the Allottee/s. The Allottee/s hereby agrees that in such case he/she shall not be entitled to any damages or compensation of any nature whatsoever from the Company. In case any preferentially located unit ceases to be so located, the company shall be liable to refund extra charges paid by the Allottee/s for such preferential location without any damages or compensation.
30. THAT the Allottee/s after taking possession of the unit, shall have no claim against the company in respect of any item or work in the unit, which may be said not to have been carried out or for non-compliance of any designs, specifications, building material or any other reason whatsoever.

F. FORCE MAJEURE

31. Force Majeure shall mean any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and / or alternative measures, be prevented, or caused to be prevented, and (c)

which adversely affects the Company's ability to perform its obligations under this Allotment Letter, and it shall include.

- (i) acts of God, such as fire, drought, flood, earthquake, epidemics, natural disasters;
- (ii) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (iii) strikes or lock outs, industrial dispute;
- (iv) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (v) war and hostilities of war, riots, bandh or civil commotion.
- (vi) 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 a party from complying with any or all the terms and conditions of this Allotment Letter; or
- (vii) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or; if any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Plot/ Said Township or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/ writ before a competent court or; for any reason whatsoever;
- (viii) any event or circumstances analogous to the foregoing.

32. The Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions including but not limited to any legislation, orders or rules or regulations made or issued by the Govt. and/ or any other authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Plot/ Said Row Houses or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/ writ before a Competent Court and accordingly the time period required for performance of its obligations by the Company shall stand extended till such condition(s) exists. The period for which force majeure condition, exists, such period of time shall not be part of period as mentioned in the clause "Possession of The Unit" in page no. 1. If in the opinion of the Company, the above stated Force Majeure conditions continue beyond a considerable time, then the Company may in its sole discretion put the development of the project in abeyance and / or terminate/ alter/ vary the terms and conditions of this Allotment Letter. In case of termination, the Allottee shall be entitled to refund of the amounts deposited/paid by the Allottee, without any interest or compensation whatsoever, provided the Allottee is not in breach of any of the terms of this Allotment Letter.
33. The Company may, in its discretion, abandon the project/Said Township, without assigning any reasons thereof, and in such an eventuality, the liability of the Company shall be limited only to refund the amounts received from the Allottee, alongwith 6% simple interest per annum, from the date of receipt of such amount by the Company and the Allottee shall have no other claim of any nature whatsoever.

GENERAL TERMS AND CONDITIONS

34. THAT the amount paid by the Allottee/s to the company to the extent of 10% of the Basic Price of the unit which shall be forfeited in case of non-fulfillment of the terms of Allotment and shall not be refunded in any case whatsoever.
35. THAT the address given in the application form shall be taken as final unless any subsequent change has been intimated to the Company through Registered A.D. Letter, All demand notice, letters, etc., posted at the given address shall be deemed to have received by the Allottee/s.
36. 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 land & 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 the construction of the Complex.
37. THAT to improve the Complex, Company/Builder/Developer reserves the right to change the Lay-out/Elevation and also planning of adjoining Area/Plots. All planning are subject to availability of land & also area of Township may increase or decrease subject to approval by competent authority. Company/Builder/Developer reserve the rights to change the use/Planning of nearby Land/Plots and facilities or utilities shown/Planned.
38. THAT the Allottee/s agrees to furnish his Permanent Account Number (PAN) or Form 60/61 as the case may be, within 30 days from the date of execution of this Allotment, if not furnished earlier.
39. THAT the basis of calculating the proportionate charges payable by any Allottee/s will be proportion of built-up area of the unit to the total built-up area of all units affected by that charge.
40. THE Allottee has reviewed the plans and has been made aware of and accepts that the plans, built-up Area, specifications as more particulars described in the Application Form, etc. are tentative and that there may be variations, deletion, addition, alterations made either by the Company as it may in its sole discretion deem fit and proper, or pursuant to requirements of a Governmental Authority, which alterations may involve change, including change in the position of the Demised Premises, change in the number of units, change in its dimension, change in its built-up area and the Allottee hereby gives his consent to such variations, additions, deletions, alterations and modifications as aforesaid (hereinafter referred as the "Permitted Alterations"). The Consideration amount may be increased on account of the Permitted Alterations and the allottee shall pay without demur such increased amount of Consideration at such times as may be required by the Company. In the event that the Consideration amount is decreased pursuant to the Permitted Alterations, the excess amounts, if any, paid by the Allottee shall be adjusted towards outstanding amount payable by allottee and thereafter if there is any excess, then the same shall be refunded without any interest by the Company. Provided further that any changes, as a result of the Permitted Alterations, shall not be constructed to give rise to any claims, monetary or otherwise. Any increase or decrease in the Super Area of the Demised Premises shall be payable or refundable on a pro rata basis, without any interest at the agreed rate per sq. feet and that the other charges as specified herein

will be applicable for the changed area pursuant to Permitted Alterations at the same rate at which the Demised Premises were Allotted.

41. THAT the Allottee/s may undertake minor internal alterations in his unit only with the prior written approval of the Company/Concerned Statutory Authorities. The Allottee/s shall not be allowed to effect any of the following changes/alterations:
- (i) Changes which may cause damage to the structure (column, beams, slabs, etc.) of the block or the unit or to any part of adjacent units. In case damage is caused to adjacent unit or common area, the Allottee/s will get the same repaired at his/her owner cost failing which the company may get it repaired and the cost of repair may be recovered from the allottee or deducted from the Allottee's IFMS.
 - (ii) Changes that may affect the façade/aesthetics of the unit/complex or common area of the, complex/unit such as changes in windows, tampering with external treatment, changing the paint color of balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structure, hanging or painting of signboards etc at place other than the designated place, company shall have right to remove it at the cost of the Allottee/s.
 - (iii) Encroachments on the common spaces in the complex.
42. *That the allottee(s) agree(s) that the applicant(s) shall not store any hazardous, combustible goods in the said unit/complex or any part of the said unit. The allottee(s) agree to install the Signage, Display Board at the designated place of the unit/complex and the shape and size to be decided by the company.*
43. THAT the Allottee/s shall not use or allow to be used the unit for any activity that may cause nuisance to other Allottee/s in the said unit or which is in violation of rules/regulations/ bye-laws of the concerned authorities.
44. The Allottee/s, if being NRI, shall be solely be responsible to comply with the necessary formalities, as required under Foreign Exchange Management Act, 1999 and/or any other law governing NRI for the purchase of unit and remittance of the payment. In such case the Allottee/s shall obtain the approval of the concerned authorities at the earliest and submit a copy of the same to the Company. In case of permission for the acquisition of *Units* is not granted to the Allottee/s, the amount received by the Company will refunded in full to the Allottee/s without any interest.
45. THAT the Allottee/s has fully satisfied himself about the interest and the title of the company in the said land on which the unit as part of a complex is being constructed and has understood all limitations and obligations in respect thereof and there will be no objection by the Allottee/s in this respect.
46. THAT the Allottee/s agrees and undertakes that he shall, at any time before or after taking possession of the unit, have no right to object to the company constructing or continuing to construct other building adjoining the said unit. The Allottee/s agrees that in case at any stage further construction in the complex is done by the company and disposal of such built-up area is made, he/she shall have no objection or claim whatsoever in this regard.

47. **THAT the company may provide Cable / Broadband / Telephone lines in the complex and the Allottee/s is would be bound to take the connection only through the service provider selected by the company if required by him at the charges imposed by the service provider.**
48. **THAT all the charges payable to various departments for obtaining service connections to the unit like electricity, telephone, water etc., including security deposit for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the Allottee/s.**
49. **THAT in case of joint application, the Company may, at its discretion, correspond or prefer claim with any person and such correspondence with any one of the joint Allottee/s shall be deemed sufficient for its record.**
50. **THAT for all intents and purposes, singular include plural and masculine includes feminine.**
51. **THAT if any misrepresentation/concealment/suppression of material facts is/are found to have made by the Allottee/s, the entire money deposited by the Allottee/s with the Company shall be forfeited and legal action for such representation/concealment/suppression may be initiated by the company/or its representative against the allottee(s).**
52. **THAT the Allottee/s shall send the duplicate copy of these Terms and conditions (Allotment Letter) duly signed and witnessed along with the payment of the Allotment Money to the Company.**
53. **THAT all disputes or disagreements arising in connection with or in relation to this allotment shall be mutually discussed and settled between the Parties.**
54. **THAT all payments in respect of the Allotment money, Installment and/or any other charges shall be made by the Allottee/s in the name of Company, unless otherwise specifically informed by the Company to the Allottee/s.**
55. **If, for any reason whatsoever, the company is not in a position to complete or give possession of the said unit applied for by the allottee(s), in such contingency the company would be at liberty to refund the amount deposited by the allottee(s) with simple interest of 6% per annum to the allottee(s) by registered post in person and in such contingency the allotment in respect of the said unit shall automatically stand cancelled and would be unenforceable in any manner whatsoever and the allottee(s) shall be left with not no right, title or interest in the said unit. Further, the allottee(s) agree not to raise and dispute against the company in this regard.**
56. **THAT if the Allottee/s makes payment through cheques, and cheque is dishonored due to any reason whatsoever, the Company shall be entitled to charge Rs. 1,000/- (Rs. One Thousand Only) per instance from the Allottee/s.**
57. **That in case the Allottee/s fails to make payments as per schedule of payment agreed upon, his allotment shall stand cancelled. The company shall have sole discretion to restore the allotment on the payment of charges so decided by the company time to time as case may be.**
58. **THAT all disputes or disagreements arising out of in connection with or in relation to this allotment which cannot be amicably settled shall be finally decided by arbitration and the sole arbitrator in such a**

case shall be appointed by the Company, and the provisions of the Indian Arbitration and Conciliation Act, 1996 or any amendment thereof shall be applicable.

59. THAT in case of any dispute between the Co-Allottee/s, the decision from the competent Court shall be honoured by Company. However, in such case the co-applicant, either collectively or severally, shall ensure that the Installments are paid in accordance with the payment plan, failing which, the Co-Allottee/s shall be governed by the provisions of this allotment and the refundable amount, if any according to the terms of this allotment letter, shall be paid to the Co- Allottee/s in proportion to the amount received from them.
60. THAT subject to arbitration clause, the Court at Lucknow alone shall have jurisdiction for adjudication of all matters arising in connection with this allotment.
61. Transfer of the rights of allottee in respect of the said Dwelling Unit, before registry will be at the discretion of the Company and will need prior written approval from the Company. Transfer charges as prescribed by the Company from time to time will be paid by the allottee(s) before the transfer. Any change in the name of allottee(s) (including addition/deletion) as registered/recorded with the Company, will be deemed as transfer for this purpose. No transfer charges for the transfer amongst family members (husband, wife and own children and real brother/sister) will be charged. However for such transfer nominal administrative charges would be payable by the allottee.

Note: The prevailing transfer charges are Rs. _____ at present and it may vary from time to time. Any changes can be made without any prior intimation to the allottee(s). Further present administrative charges for transfer within family would be Rs. 2000/- only.

62. Until a sale deed is executed & registered, the Company shall continue to be the owner of the Dwelling Unit and also the construction thereon and this allotment shall not give to the allottee(s) any rights, title or interest therein. The Company shall have the first lien and charge on the Dwelling Unit for all its dues that may/become due and payable by the allottee(s) to the Company.
63. The applicant(s) agree(s) sizes given in plans are tentative and can be modified due to technical and other reasons, e.g. change in position of the Unit, number of the Unit, its boundaries, dimensions on its area. In case of built-up area variation, plus or minus, necessary adjustment in cost will be made accordingly. The built-up area of the Unit shall be measured from outer edge of the wall if it is not common and from the centre of the wall if it is common. Covered area will include 50% of car portico & 50% area of mumty. Applicant(s) will be given possession only of the built-up area of his unit. Final built-up area of units and plot area will be intimated after final physical measurement after construction. In case of variation in actual built-up area vis-à-vis booked built-up area, necessary adjustments in cost, plus or minus will be made at the rate prevalent at the time of booking. Similarly in the case of any variation in plot area, necessary adjustments in cost, plus or minus will be made at the rate prevalent at the time of booking.
64. The allottee(s) is aware that various *Units* in the complex are being allotted to various persons under uniform terms and conditions. The allottee(s) agrees that he will use said Unit for residential purpose and shall not use the said Dwelling Unit for any purpose which may or likely to cause nuisance to allottee(s)

of other Dwelling Units in the complex Further, the allottee shall not use the unit/ complex for any illegal or immoral purposes.

65. The Allottee(s), do hereby declare and agree that if the Layout of the Villa/complex is increased beyond the current applicable FAR Layout by the Competent Authority, the Company/Promoter/Builder shall have the exclusive right for change of Layout of the Complex/Units and ownership for additional FAR of the complex. The Company/Promoter/Builder shall have the sole discretion and right to utilize the additional space/land, including but not limited to constructing additional units in the Said complex, as per the approvals which may be granted by the Competent Authority. The Allottee(s) further agree and confirm that such additional construction by use of additional FAR the additional construction shall be the sole property of the Company/Promoter/Builder, which the Company/Promoter/Builder shall be entitled to dispose of in any manner it chooses without any interference from the Allottee(s), Society or Welfare Association. The Company/Promoter/Builder shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Complex/Township. The Applicant(s) acknowledges that the Applicant(s) has not made any payment towards the additional FAR/Ground coverage space/land and shall have no objection to any of such construction activities carried on the complex.

COMPANY

ALLOTTEE/S

DETAILS OF PROPERTY	
Name of the Project	: BBD Green City
Name of Scheme	: Lotus Enclave
Name of Allottee/s	:
Block No.	:

इस दस्तावेज में वर्णित सभी तथ्यों व शर्तों को मुझे/हमें हिन्दी में सुनाया व समझा दिया गया है, जिनको पूर्ण रूप से सुनकर और समझकर स्वेच्छा से बिना किसी दबाव व जबरदस्ती के मैंने/हमने दस्तावेज पर अपने हस्ताक्षर/दस्तखत किये हैं।

WITNESS (Signature with name and address)

1. _____

ALLOTTEES/S

2. _____

COMPANY

COMPANY

ALLOTTEE/S

ENDORSEMENT

1. I/We hereby assign all the rights and liabilities under this allotment in favour of : -

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I/We hereby accept all the rights and liabilities under this allotment assigned in my/our favour -

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TRANSFEROR(S)

TRANSFeree(S)

The above Transfer is hereby confirmed.
For M/S VIRAJ CONSTRUCTIONS PVT. LTD.

(AUTHORISED SIGNATORY)

Date :

Place :

ENDORSEMENT

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