

ALLOTMENT LETTER

To

Dated: _____

SUB: Allotment of Residential Apartment in Group Housing Project "Iris Prime" Built on Khasra No. 303/2M, 303/3M Village- Pehlad Garhi, Tehsil- Ghaziabad, District- Ghaziabad, Uttar Pradesh 201010

Dear Sir/Madam

In response to your booking request application dated _____ we, **Sarena Private Limited**, a company incorporated under the provision of the Companies Act, 1956, having its office at Ramprastha Greens, Vaishali, Ghaziabad U.P. 201010 (Hereinafter referred to as the 'Company' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you a residential Apartment.

Note: 1 Sq.mtr. = 10.763 Sq.ft.

INTERPRETATION OF SOME OF THE INDICATIVE TERMS

The terms & conditions given below are tentative and of indicative nature with a view to acquaint the Applicant with the terms & conditions are comprehensively set out in the Allotment Letter which, upon execution, shall supersede the terms and conditions set out in the Booking request/Application form.

- a. Applicant:** means person/Firm/Company applying for booking of the said Apartment, whose particulars are set out in the Booking request /Application Form and who has appended his signature in the acknowledgement of having agreed to the terms & conditions of the Booking request/Application form. In case of more than one applicant the other will be considered as co-applicant and prior to execute the allotment letter they will be considered as Intending Allottee.
- b. Application (Booking request/Application):** A request for booking of Apartment made by the person/Firm/ Company on a standard format namely booking request/Application form of the company.
- c. Allotment Letter:** Confirmation of booking of Apartment by the Company and an agreement over a prescribed standard format of company which is duly executed by and between the company and Allottee.
- d. Allottee:** Those who have executed the allotment letter over a standard format of company, thereafter, a particular Apartment has reserved for that particular Allottee and the same has agreed to abide by all the terms and conditions till the time and indenture of Conveyance/Conveyance Deed is executed. In case of more than one Allottee, the other will be considered as Co-Allottee and Allottee and the Co-Allottee will have an equal share in the Apartment unless otherwise specifically provided.
- e. Apartment:** The dwelling Apartment in the project which is identified by a number, that number is also identifying the floor and the block of that Apartment.
- f. Area:**
 - ✓ **Area of land:** Total Area of land on which the project is going to be constructed.
 - ✓ **Common Area and Facilities:**
 - a. the entire land for the real estate Project or where the project is developed in Phases and registration under The Real Estate (Regulation and Development) Act, 2016 is sought for a phase, the entire land for that phase
 - b. the stair cases, lifts, staircase, and lift lobbies, fire escapes and common entrances and exits of buildings;

COMPANY

ALLOTTEE

- c. the common basement, terraces, parks, play areas, open areas, open parking areas and common storage spaces;
 - d. the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
 - e. installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;
 - f. the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
 - g. all community and commercial facilities as provided in the real estate project;
 - h. all other portion of the project necessary or convenient for its maintenance, safety and in common use;
- ✓ **Total Area:** That the "Total Area", which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the Common Areas as defined hereinbefore and common facilities such as water supply arrangements, storage tanks and installations such as power, light, sewerage, electrical sub-station, fire shafts.
- ✓ **Independent Area:** The Areas which are not included as common areas for common use of Allottee(s) and may be sold by the company/promoter without the interference of other Flat/Unit owners.
- ✓ **Limited Common Area and Facilities:** Those which are reserved for use of certain Flat/Unit or Flats/Units to the exclusion of the other Flat/Unit.
- g. Carpet Area:** Means the Net usable floor area of apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition of the apartment
- h. Total sell price of Apartment:** The consideration amount for sale of Apartment exclusive of other charges which are mentioned in the booking request/ Application Form and the Allotment Letter.
- i. Company:** That is **Sarena Private Limited**, a company registered under the provisions of Companies Act, 1956, having its office at Ramprastha Greens, Vaishali, Ghaziabad U.P. 201010.
- j. Complex:** The entire project "**IRIS PRIME**" having Apartment of different types and dimensions also having spaces, recreational facilities, commercial/ shops, community hall , basement, swimming pool, parking spaces.
- k. GDA:** Ghaziabad Development Authority
- l. Force Majeure Clause:** means 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 which adversely affects the Company's ability to perform obligations under this Allotment, which shall include but not be limited to:
- ✓ Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc.
 - ✓ Explosions or accidents, air crashes and shipwrecks, act of terrorism.
 - ✓ Strikes or lockouts, industrial dispute.
 - ✓ 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.
 - ✓ War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- The promulgation of or amendment in any law, rules or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/company from complying with any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Complex/Said Building 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 any other Quasi Judicial Body or for any other reason whatsoever.
- m. Layout and Plans:** The Architectural Drawing of project comprising of whole planning of constructions, open areas and drawings of particular block, floor and a particular Apartment.
- n. Payment Plans:** The mode of payment towards the captioned booking of Apartment having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.
- o. Maintenance Charges:** Means the charges to be paid by the Allottee/owner for the maintenance and upkeep of the said Complex/said buildings as per the maintenance agreement with the Company or to the Maintenance Agency at prescribed rates on the Total area basis of the said Apartment.

- p. Project:** Means “**IRIS PRIME**”, to be built on Khasra No. 303/2M, 303/3M Village- Pehlad Garhi, Tehsil- Ghaziabad, District- Ghaziabad, Uttar Pradesh 201010.
- q. RWA:** Means the Resident Welfare Association of the Apartment owner which shall be duly formed after providing 50% Possessions in the said project.
- r. Taxes:** Shall mean present and future taxes and levies/notified by the authorities, Central/State Governments and recoverable from Apartment owner.
- s. RERA:** Means The Real Estate (Regulation and Development) Act 2016 and rules framed there under as applicable to Uttar Pradesh.

Whereas the promoter Company is absolute owner and in the possession of Land (Total Area 8096 sq. meter) situated at **Khasra No. 303/2M, 303/3M Village- Pehlad garhi, Tehsil- Ghaziabad, District- Ghaziabad, Uttar Pradesh 201010**, The promoter had acquired the rights in the said Property Vide Mutation in Khata No. 00141, Dated- 18/09/2008, Village- Prahla Garhi, Tehsil- Ghaziabad, District- Ghaziabad, Uttar Pradesh 201010 U.P. that the building plans of entire proposed group housing have been sanctioned by GDA Vide Letter No. Group Housing/03828/GDA/BP/20-21/0827/28092022 Dt. 01/02/2023.

That the Allottee hereby undertakes to abide by all laws, rules and regulations of Government, Ghaziabad Development Authority and/or any local authority from time to time or any other laws as are applicable to the said Apartment from time to time. That the Allottee hereby agrees that he shall comply with and carry out from time to time after he has been put in possession or deemed possession of the Apartment, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Ghaziabad Development Authority, Municipal Authority, Government or any other competent authority(s) in respect of the said Apartment

DETAILS OF THE APARTMENT

(1) DETAIL OF APARTMENT

- i) Tower-A
- ii) Apartment No. : _____
- iii) Floor : _____
- iv) Total Area : _____ sq.mtrs (_____ sq.ft.)
- v) Carpet Area : _____ sq.mtrs (_____ sq.ft.)

(2) Cost

- i) Total Sale Price (TSP) Rs. _____
- ii) Vehicle Parking Usage Right: (Any One)
 - a) Covered Parking Usage Right Basement ☐ Nos

- iii) POWER Back-Up (*Installation only –Non refundable*)
 - 3BHK:1kVA ☐ 4BHK: 1kVA ☐

(3) External Electrification Charges : _____

(4) Membership Charges (One Time Membership Charges) : _____

(5) Additional Power Back-up Charges _____ kVA @Rs. 25000/kVA : _____

(6) Maintenance Charges
(i) Interest Free Maintenance Security (IFMS) @Rs. 25/sqft : _____

TOTAL FLAT COST Rs. _____

IN WORDS: (Rupees _____
_____)

Stamp duty, registration fees & charges, legal miscellaneous expenses, prepaid electric meter connection charges, electrical connection load charges, IGL gas pipeline connection and infrastructure development charges, internet communication entertainment (ICE) charges, water & sewage connection charges, insurance charges and any other charges levied by Government(Including but not limited to Sewage treatment, Garbage disposal, Rain Water Harvesting, Electric Vehicle charging, Solar energy etc) with all applicable taxes shall be additionally payable by the Allottee before possession as and when demanded by the Company.

Goods & Service Tax (GST) would be charged as applicable (on prevailing rate) at the time of each payment.

PAYMENT PLAN

Construction Link Payment Plan ☐

NOW, THEREFORE, THESE ARTICLES WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

For all intents and purposes and for the purpose of terms and conditions set out in this Allotment, singular includes plural and masculine includes feminine gender.

1. That the Company is developing and constructing residential Apartments of various sizes and dimensions in the Group Housing Residential Project after getting the building plan duly approved from the Ghaziabad Development Authority, The Allottee herein has desired Allotment of an Apartment in the said project namely **"Iris Prime"** in which the Company offered for allotment.
2. That as per the building Plan/Layout plan of said **"Iris Prime"** it is envisaged that the Apartment on all floors shall be allotted as an independent dwelling unit with impartible and undivided proportionate share in the land area underneath his block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mumty(ies) and machinery rooms, guard rooms and other common facilities, if any, for the Apartment(s) to be used and maintained jointly by all the Allottee in the manner hereinafter mentioned. The rights to terrace(s) are vested with the Company and the Allottee shall not be permitted to use the said area for any reason(s) or to carry out any construction on the terrace(s).
3. That the Allottee has seen all the documents of title deeds and other relevant papers etc. pertaining to the aforesaid group housing project and fully satisfied about the title, rights and interest of the company in respect of the aforesaid project. The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company.
4. That the Sanctioned Plans, layout plans of the entire Project as drawn by the Company is in accordance with the approved plans and is subject to change if deemed necessary by the Company due to architectural and structural reasons or as may be required by the regulatory authorities of GDA. Such alternations may include change in the area of the Apartment/Unit, Floor, Block, number of Apartment/Unit, location and increase/decrease in the number of car parking slots allotted to the Allottee with prior permissions of concerned authority and Two-Third Allottee(s)/Residents members at that time. In regard to all such changes either at the instance of the regulatory authorities or otherwise decision of the Company, shall be final and binding on the Allottee. Further, the Company reserves the right to suitably amend the terms and conditions as specified herein or as directed by **RERA**.
5. That the Allottee is aware of and has acknowledge that the building plans are sanctioned by Ghaziabad Development Authority and agrees to that the company may make minor changes, modifications, layout/elevation/design/alteration in open spaces area or parking spaces etc. for architectural and structural reasons, including compoundable FAR, as may be deemed necessary or may be required to be done by the Company during construction and at the time of delivery of Project. The necessary intimation of same shall be sent to Allottee for such minor changes /modifications.

6. That as per the prevailing building bye-laws of the GDA, the FAR (Floor Area Ratio) of the **"Iris Prime"** presently is 2.5 of the residential plot area, which comprises of fixed numbers of the Apartments in proportionate to the population density, and thereafter the company has right to purchase permissible FAR , subject to maximum FAR upto 4.0 , of the Residential Plot Area from GDA and further Company may use additional 5% FAR as per the norms of the Green Building by Laws. Furthermore, 10% of the total FAR is compoundable; accordingly, the numbers of the dwelling/Apartments and population density may be increased. Furthermore Allottees understand and agree to give consent to increase in permissible FAR, the Company shall have the exclusive right to Construct additional Floors/Apartments within such permissible FAR as sanctioned by the government authority.
7. That in consideration of the Allottee complying with the terms and conditions of this Allotment and making timely payments as per schedule ***mentioned herein, in this Allotment***, the Company hereby agrees to allot the above said Apartment in the said group housing complex, namely **"Iris Prime"**.
8. That the **"Total Area"**, which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the common facilities such as area under staircases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mumty and machinery rooms, guard rooms, boundary walls and other common facilities etc. and including all easement rights attached to the said Apartment. However, it is agreed, admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including terraces/basements/stilts etc., rights and to carry out further constructions in case of any change in the FAR, community hall , swimming pool, open spaces, parks, parking(s) (excepting what has been allotted by this Allotment) or tot-lots, public amenities, commercial/shops, and other facilities and amenities will be solely owned by the Company who will have the authority to charge memberships for such facilities or/and dispose off these assets as stated above in the manner deemed fit by the Company. All dimensions shown in feet-inches are having close approximation to metric dimensions.
9. That the following list of documents has been seen and inspected by me/us and we have fully satisfied ourselves before booking the apartment in the project Iris Prime.
 - a) Specification of the Apartment/unit,
 - b) Specification of the project,
 - c) Details of the project,
 - d) Layout plan of project,
 - e) Layout plan of Apartment/unit,
 - f) Price list,
 - g) Payment plan
10. That the schedule of installments as opted in the booking request/application form also as mentioned in the allotment letter shall be final and binding over the Allottee.
11. That the schedule of payment/installment is duly explained to the intending allottee and is already mentioned in the Booking Request/ Application form as well as allotment Letter. The payment on time shall be the responsibility of the intending allottee. Letter for payment of installments on the due dates will be issued, it will be obligatory on the part of the Allottee to make the payment on or before the due dates.
12. That the Allottee and the family members have a right to visit and inspect the premises during the course of construction but while deriving this right the company shall not be held liable for any loss/cost/damages/hurt/ accident or any other loss/expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the Allottee or any family member accompanying him.
13. That the allottee & co-allottee (if any) will have equal share in the Apartment and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank/financial

institution if loan is availed. Similarly, in a divorce case or where a dispute arises between the allottee & co-allottee, the booking will continue only after providing consent in writing by both of them and No Objection Certificate from the concern bank or otherwise the decision of the Hon'ble Courts shall be honored. However, the Company is not entitled to pay any interest/compensation on the refund amount in Divorce cases, if there is delay of whatsoever reason on part of Allottee(s) in taking refund after deduction of 10% of total selling price of apartment exclusive of applicable taxes.

The interest over the delayed payment shall be charged; the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months from the date of due instalment thereafter the company can cancel the said booking/allotment and the Applicant/Allottee shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancellation there will be a deduction of 10% of the total selling price of the Apartment. For the refund in an above said case as stated above, consent of both the allottee & co-allottee shall be necessary otherwise the amount shall be refunded in equal share between the allottee/s.

14. That timely payment of installments as indicated in the schedule of payment is the Essence of the Allotment, the payment of due installment first of all shall be adjusted towards the interest due thereafter the remaining amount shall be adjusted in the due principal amount. If any installment(s) as per the payment schedule is not paid by the due date, the Company will charge 12% interest per annum on the delayed payment for the period of delay. However, if the payment remains in arrears for more than 45 days from the due date or two consecutive demands whichever is earlier, the Allotment will automatically stand cancelled without any further intimation to the Allottee and the Allottee will cease to have any lien on the Apartment. In such a case, the amount deposited upto 10% of the total selling price of the Apartment with applicable GST will stand forfeited and the balance amount received by the Company 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 by charging a minimum interest of 12% per annum of the amount outstanding, but shall not be bound to do so.
15. In case, the Allottee, at any time, desires for surrender registration cum booking/provisional allotment, it may be agreed to, subject to sole discretion of the Company. In such a case 10% of the total selling price of the Apartment with applicable GST shall be deducted towards the processing and administrative charges and the balance, if any, shall be refunded without any interest.
16. That in case the Allottee wants to avail a loan facility from his employer or financing bodies, to make payment for the allotment of the allotted Apartment, the Company shall only facilitate the process subject to the following:
 - i) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee only.
 - ii) The responsibility of getting the loan sanctioned and disbursed, as per the Company's schedule of payment will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per payment schedule, shall be ensured by the Allottee, failing which, the Allotment shall be governed by the provision contained herein above.

Note: That first approval of loan from any bank/financial institution sanctioned regarding the above project by the company shall be considered for the allottee to avail the housing loan from the respective bank/finance institution or from his own sources.

17. That if there are any additional levies, taxes, service tax, GST, sales tax, VAT, trade tax, rates, charges, cess and fees etc. as assessed and attributable to the Company as a consequence of Government, Ghaziabad Development Authority or other Local or statutory Authority(s)'s order, the Allottee shall be liable to pay his proportionate share for the same.

18. That the construction of **“Iris Prime”** Complex is likely to be completed as early as possible but subject to force majeure circumstances including strike of workforce, non-availability of any building materials, war or enemy action or natural calamities of any act of God, acts of terrorism, floods, earthquakes, political and civil unrest of such a nature etc. and farmers interruption or local residents of the area, and any notice, order, rule, notification of Government, Public or other Competent Authority, no claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any other reasons which is beyond the control of Company.
19. That the promoter assured to handover possession of the apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31/01/2028 plus 6 months or such extended periods as per rules, FORCE MAJEURE CONDITIONS then the Allottee agrees that the promoter shall be entitled to the extension of time for delivery of possession of the apartment also if the construction completed prior to the date given in the allotment letter because the date given in the allotment letter is an assessment only and construction may be completed earlier, in that case the Allottee shall not refuse for taking the possession on any ground whatsoever.
20. That a written intimation for completion of project will be sent to the Allottee and a “Fit-out-Period” of 60-75 days will commence from the date of offer for possession after clearing all the dues as per the final demand and getting No Dues Certificate (NDC) from the Accounts Department of Company. The said “Fit-out-Period” is in order to facilitate the Allottee to communicate exact date by which he will be taking physical possession of Apartment after complying with necessary formalities viz. registration of Conveyance Deed etc. The installation of sanitary-ware, bathroom fittings & fixtures, modular kitchen, sink, wardrobes hardware accessories, final touch of paint etc. will be done during said “Fit-out- Period” only, which will take additional 30 to 40 days for an individual Apartment from the date of confirmation of taking the exact date of possession and handover of the said Apartment.
21. That the final touch of the Apartment shall be given after the registration of Conveyance deed and the consent of the allottee shall be presumed that the keys of the Apartment were given for the final touch. The allottee has to take over the keys back after completing the job of final touch and on the date, which was confirmed to the allottee. In case the allottee delays in taking over the keys back after the confirmed date then company shall not be responsible for doing again any job in regards to the final touch. The monthly maintenance charges shall be payable by the allottee even then the keys of the Apartment were not been taken back.

22. That in case the allottee reaches in last time of fit out period where the scope of 30 to 40 days for final touch does not remain left, then the final touch will take the above-mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter for offer of possession.
23. That if the physical possession is not taken over at site within 30 days of offer of possession, the Allottee shall pay holding charges @12% P.A. of the total flat cost for the period of delay in taking the possession. This holding/waiting period shall have a limit maximum of 06 (six) months thereafter the said allotment shall be treated as cancelled and the same apartment shall be allotted to anyone else after expiry of said time frame and no other claim except to refund of amount without any interest and as per terms and conditions of the company shall be entitled and entertained. Further in case of bank loan the due amount will be refunded to the bank and balance amount will be refunded to the Allottee.
24. That any delay on account of the authority for issuance of the completion/occupancy certificate or any other equivalent certificate shall not be considered as any delay on account of the company. The date of applying the completion/occupancy certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.
25. That there will be defect liability period of Five (05) years from the date of "issuance of completion certificate/occupancy certificate". The defect liability shall be limited to the Structural defect only, however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover in force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipments/appliances, most of which are covered under direct warranty by the manufacturers themselves. The Company shall rectify such defects within a period of thirty (30) days without any further charges. However, in the event of recurring problems with the bought equipments/appliances, the Company shall co-operate with the Allottee to sort out the issues.
26. That the Conveyance Deed of the Apartment shall be executed in favor of the Allottee by the Company after receiving the entire sale consideration amount and dues in respect of the allotted Apartment. The registration charges including all cost of stamp papers, documentation fees, official fees and other informal charges shall be borne by the Allottee. The allottee will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act, any stamp duty and deficiency of stamp thereon if imposed by the Government/Competent Authority over the allotment letter, allotment of parking, parking space and agreement for maintenance, electricity and power backup etc. shall be paid and borne by the allottee.
27. That after taking possession of Apartment, the allottee shall have no claim against the company as regards to quality of work, material, pending installation, area of Apartment or any other ground whatsoever.
28. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the allottee from the date of possession or deemed date of possession declared by the company, whichever is earlier.

29. That after possession, the allottee shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/Water Commission/any other rules and regulations by State of U.P. or any other competent authority. That the allottee shall abide by all laws, rules and regulations of the GDA/Local Authority/State Government/Government of India and of the Resident Welfare Association (as and when the RWA formed and till then as prescribed by the Company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye-laws or rules and regulations after handing over the possession of the Apartment. The Apartment shall be used for residential purpose only.
30. That the vehicle parking will be available inside the complex, as per the type opted by the allottee in the booking request/Application form. The Cars/Scooters/Two Wheelers/Cycles shall be parked within the same parking spaces allotted to the allottee. No car/vehicle is allowed inside the complex except those who have reserved the car parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the complex to the Residents Welfare Association of the complex. The R.W.A. or owner/allottee/occupier of the Apartment shall not have any right over the un-allotted parking spaces. However, one car parking will be given by the Company. Additional car parking will be available on request on payment basis, as per availability of the inventory.
31. That provision of electrical connection shall be provided in the complex as per design and provisions of Paschimanchal Vidyut Vitran Nigam Limited. That, if in case of multiple point direct electric connection is required then the Allottee(s) shall apply and get electricity connection for their independent meter at their own cost from the concerned Authority/Department or can request the company to do the needful on allottee(s) behalf and shall be liable to pay the charges and fees directly to the company. That the allottee(s) shall take handover of their flat as per the terms and conditions of this allotment letter. That the respective allottee(s) shall be permitted to shift to their allotted unit/flat/apartment only after getting the connection from the respective authority/body/department. The allottee(s) shall be liable to pay maintenance charges to the appointed maintenance agency under various heads.
32. That if Allottee requires more than 1kVA Power back up facility, then the Allottee has to give his consent in writing at the time of signing of the booking request/application form and no request for power back-up facility shall be entertained later on. Per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.
- Note: Any request for reducing power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) will be considered final as once opted in the booking request /application form.
33. That the rate for Electricity and Power back-up consumption charges including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee will be decided by the company.
34. That the saving and expecting the particular Apartment allotted, the intending Allottee shall have no claim or right of any nature or kind whatsoever in respect of unsold Apartments, open spaces, lobbies, stair cases, lifts, terraces, roofs, spaces for commercial/Shops, recreational facilities, community hall, parks, basements, swimming pool with changing rooms, parking spaces (excepting what has been allotted through Allotment to intending Allottee) or tot-lots, space for public amenities, or any other space not allotted to him, which shall all remain the property of the Company for all times

unless the company decides to dispose them off subject to right of the intending Allottee, as mentioned hereinafter and the Company can lease out the vacant Apartment or Shops as a whole or in part to one or more person(s)/company(s)/institution(s) whatsoever for short term or long term.

35. That the Allottee hereby agrees and undertakes that prior to taking possession of the said Apartment, he shall enter into a separate Maintenance Agreement with the Company or maintenance agency appointed or nominated
by the Company for the maintenance of the common areas of the complex. The Allottee undertakes to become a member of the "Resident welfare association" and shall continue to pay the maintenance charges as determined by the said Association or Maintenance Agency.
36. That the scope of maintenance and general upkeep of various services within the building shall broadly include operation & maintenance of lifts, operation & maintenance of generators including diesel, maintenance of fire fighting systems, garbage disposal & upkeep of common areas, water supply, sewerage system, common area lighting etc. The services outside the Apartment but within the complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls/fencing, horticulture, drainage system, street lighting, water supply, security services, general watch & ward within the complex.
37. That the remaining amount of IFMS after deducting the securities deposited by the company/developer for the electricity connection, water and sewer connections etc. and dues of the individual allottee (if any) will be handed over to R.W.A (resident welfare association) at the time handing over the maintenance and common area of the project.
38. That the Company shall not pay any damages/compensation to the Allottee in case of the failure of the services which are technical in nature.
39. That the Allottee doth hereby agree and confirms that the company shall not be held responsible for any act or omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency by the allottee. The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts of commission or omission in rendering the services to the Allottee. The Allottee hereby expressly discharges the company from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency.
40. That it is understood by the Allottee that the internal maintenance of the Apartment and also its insurance shall always remain the responsibility of the Allottee.
41. That subject to his right as mentioned above, the Allottee hereby covenants with the Company that from the date of the receipt of the offer of possession/possession notice of the Apartment or the date of receiving deemed possession, as provided herein before, he shall, at his own cost, keep the said Apartment, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure/safety of the premises is in no way damaged or jeopardized. He shall neither himself do not permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority.
42. That the Allottee agrees not to use the said Apartment or permit the same to be used for purpose other than for residential purpose or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Apartment in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Apartment which tend to cause damage to any flooring or ceiling of any Apartment over or below or adjacent to his Apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.

43. That it is admitted, acknowledged and so recorded by and between the parties that the Allottee shall under no circumstances will not be allowed to carry out any change whatsoever in the elevations and/or outer color scheme. This provision shall be applicable even after handing over of the physical possession and execution of Conveyance deed. In case of non compliance of this provision by the Allottee the Company without any formal notice shall be at liberty to restore the original elevations and/or outercolor scheme. This shall get to be done at the cost and risk of the Allottee.
44. That the Allottee agrees that he shall not fix/install the Air Conditioners/Air Coolers or equipments of like nature at any place other than the spaces earmarked/provided for the said Apartment and shall not design or install or open them in the inside passages, common areas or in the staircases. The Allottee further ensures that no water shall drip from the said Air Conditioners/Air Coolers or the like equipments in a way which may cause inconvenience to other Allottee/Occupants in the said Complex.
45. That the Allottee further agrees, undertakes and guarantees that he will not display any signboard/nameplate/neon lights signs, hanging clothes and flower pots on the external façade of the building/Tower/Complex or anywhere on the exterior of the building or the common areas.
- The Allottee further undertake as follows:
- i) That he will not remove any load bearing wall of the said Apartment.
 - ii) That he shall not distribute the electrical load in the said Apartment in compliance with the electrical system installed by the Company or its Maintenance Agency.
 - iii) The Allottee agrees and acknowledges that he shall be solely/jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.
46. That the Company shall be responsible for providing internal services within the peripheral limits of the said Complex, which inter alia include (i) Laying of roads, (ii) laying of water line, (iii) laying of sewer lines and (iv) laying of electric lines, storm water drains.
47. That it shall be the responsibility of intending allottee to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking request/application form will be used for all correspondence demand letters/notice and letters posted at that address (if change in addresses is not intimated) will be deemed to have been received the intending allottee and the company shall not be responsible for any default.
48. That in case of NRI Allottee the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Allottee.
49. That the Allottee agrees that until a Conveyance Deed is executed and registered, the company shall continue to be the owner of the Apartment and also the construction thereon and this allotment shall not give to the Allottee any right or title or interest therein even though all the payments have been received by the Company. It is further clarified that the Company is not constructing any Apartment as a contractor of the Allottee but on the other hand Company is constructing the complex as its own and the sale shall be deemed to have take place only, after the actual completion of construction/finishing/handing over of the Apartment and the execution of the Conveyance Deed. The Company shall have the first lien and charge on the Apartment for all its dues that may/become due and payable by the Allottee to the Company.

50. That it is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the Apartment(s) of the said complex, however the Conveyance Deed in respect of the said Apartment in favour of Allottee will be executed and registered free from all encumbrances at the time of registration of the same, relating to Apartment qua Builder.
51. That the Allottee agrees that the Company shall have the first charge/lien on the said Apartment for the recovery of all its dues payable by the Allottee under this Allotment and such other payments as may be demanded by the Company from time to time. Further the Allottee agrees that in the event of his failure to pay such dues as aforesaid, the Company will be entitled to enforce the charge by selling the said Apartment to recover and receive the outstanding dues out of the sale proceeds thereof.
52. That this Allotment Letter or any interest of Allottee in this Allotment Letter shall not be assigned by the Allottee without prior written consent of the Company which consent may be given or denied by the Company at its sole discretion and shall be subject to applicable laws and notifications or any policy of Ghaziabad Development Authority or any other Government directions as may be in force and further shall be subject to this Allotment Letter and the terms, conditions and charges as the Company may impose.
53. That subject to above, in case of transfer/endorsement/assignment/change in name of provisional Allotment of Apartment, a processing fee as prevailing at the time of desired transfer shall be payable by the applicant/allottee to the Company at the time of submitting application for such transfer/endorsement/assignment/change in name etc. However, first transfer is free but transfer request will be entertained only after receipt of 50% of the total sale price and/or inclusion of name of spouse as co-applicant shall be free of any charges.
54. That the work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.
55. That if the payment received from Allottee through cheque gets bounced due to any reason whatsoever, the Allottee will pay a cheque bounce charges of Rs. 1000/cheque bounce with applicable GST. And if the cheque payment gets bounced twice, then no further cheque payment would be accepted; only payment through Demand Draft/RTGS transfer would be entertained.
56. That if for any reason, whether within or outside the control of the Company, whole or part of scheme is abandoned, no claim will be preferred except that the entire received money without interest will be refunded to the allottee within six months from the date of demand.
57. The Real Estate (Regulation and Development) Act, 2016, shall come into force on such date notified by the Central Govt. with the provisions and Rules framed there under as applicable to State of Uttar Pradesh, shall apply on the Allottee/Applicant and the Company. Any amendment/modification/changes made in terms of booking request form/allotment letter/agreement shall apply mutatis mutandis upon both the Allottee/Applicant and the Company accordingly. Further, the Company and Allottee/Applicant undertake to abide with the provisions and rules framed under **RERA 2016**.
58. The project "**IRIS PRIME**" has been registered under the Real Estate Regulatory Authority, Uttar Pradesh and obtained registration number i.e. _____

59. That all disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, shall be mutually discussed and settled between the parties to this Allotment.

All disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, which cannot be amicably settled, shall be decided by a sole arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996.

The venue of the arbitration shall be Ghaziabad or such other place as may be mutually agreed to between the parties and the award of the arbitrator(s) shall be rendered in English.

60. If any provision of this Allotment Letter shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far so reasonably inconsistent with the purpose of this Allotment Letter and to the extent necessary to conform to the applicable law and the remaining provisions of this Allotment shall remain valid and enforceable as applicable at the time of execution of this Allotment Letter.

61. That the Courts at Ghaziabad shall have jurisdiction in all matters arising out of and/or concerning this agreement.

62. I, the Allottee have also read and understood the terms and conditions mentioned in the Allotment Letter by taking ample period and along same has been read over to me in Vernacular language i.e. Hindi, if any objection raised regarding the said terms and conditions from my side then I will discuss with the company. If I would not raise any objection about the said terms and conditions by signing this Allotment Letter, it will be presumed that I am agree with the same and I will not raise any objection in future.

IN WITNESSES WHEREOF, the Allottee(s) and the Company here to set and subscribed their respective hands on the day, month and year first above written.

Witnesses

FOR SARENA PRIVATE LIMITED

1.

Director

2.

Allottee(s)