

STC/Booking/2010/0000000

This e-Stamp certificate no: **IN-DL0000000000000000** is an integral part of the allotment letter issued on dated **00.00.0000** between M/s. **<COMPANY NAME>** & **<APPLICANT NAME>**, S/o **Shri <FATHER'S NAME>** and Mr. **<CO-APPLICANT NAME>** S/o for unit no: **(R0/Flat # 0)** in project **<Project Name>** situated at **<Project Address>**

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ALLOTMENT LETTER

This forms an integral part of the Provisional Allotment made at New Delhi on this 00th day of 0000 between <COMPANY NAME>, having its registered office at (Regd. Office Address). (Hereinafter referred to as the COMPANY, which expression shall include its assigns, representatives etc. unless the subject and context required otherwise) of the One Part; and

Mr.<APPLICANT NAME>

Mr.<CO-APPLICANT NAME>

<ADDRESS>

<ADDRESS>

(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 the Residential Unit No - (R0 /Flat # 0) in Tower/Block in the project called <Project Name> situated at Plot No: <Project Address>

This provisional allotment is subject to the fulfillment of terms and conditions as detailed below which shall prevail over all other terms and conditions given in company's brochures, advertisements, price list, sale documents and any previous correspondence except the terms and condition as explained and consented by the Allottee/s in the previously executed Booking Form/Application. This also cancels all previous Allotment Letters issued, if any, to Allottee/s against his/her application for allotment of this unit.

UNIT DETAILS:

Booking Date	
Tower / Block	
Unit No.	
Floor	
Super Area	
Type	

Measurement Scale:

1 square meter = 10.7639 square feet, 1 square meter = 1.16599 square yard

1 meter = 1.09361 yard, 1 meter = 3.28084 feet

COST OF UNIT

S. No.	PARTICULARS	AMOUNT (Rs.)*
1	BSP-Basic Sale Price	0.00
2	Open Car Parking-Val (FOC)	0.00
3	One Time lease-Value (FOC)	0.00

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S. No.	PARTICULARS	AMOUNT (Rs.)*
4	Club Membership-Val (FOC)	0.00
5	E.D.C. - Value (FOC)	0.00
6	Electr. Chrges 2KVA (FOC)	0.00
7	F.F.C. - Value Based (FOC)	0.00
8	Other Addl. - Value	0.00
9	PLC-Park Facing Val	0.00
10	PLC-Floor-Value	0.00
11	PLC-Corner-Val	0.00
	TOTAL	0.00

Rupees in words: rupees only*.

PAYMENT PLANS: Cons. Link

The total payment has to be made by the Allottee/s as per the following schedule

Installments	Amount(Rs.)*
At the time of booking	0.00
With in 30 days from Booking	0.00
On completion of foundation	0.00
On casting of basement slab	0.00
On casting of 2nd floor slab	0.00
On casting of 5th Floor slab	0.00
On casting of 8th Floor slab	0.00
On casting of 12th Floor slab	0.00
On casting of 14th Floor slab	0.00
On brickwork	0.00
On interior plaster	0.00
On Flooring and Tiles	0.00
On offer of possession	0.00
Installmnt-14	0.00
Installmnt-15	0.00
TOTAL	0.00

*TAXES & LEVIES EXTRA AS APPLICABLE.

Note: The above mentioned milestones / stages for payments of installments are based on projection. In case of any delay/advancement in the above mentioned milestones/stages of payments, the same shall be informed to the main Allottee by ordinary post and/or email and the date mentioned in the such intimation letter and/or email shall be reckoned as due date for payment. In case of non payment of installments by due date, the Allottee shall be liable to pay interest @ 2% per month or any part of a month subject to the provisions of the clause No. A of the T&Cs of the present Allotment Letter.

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PREFERENTIAL LOCATION CHARGES (PLC) : Preferential Location Charges, which are over and above the Basic 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.

ADDITIONAL CHARGES (AC) : Additional charges, which are over and above the Basic Sale 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.

POSSESSION OF THE UNIT: The possession of the unit shall be delivered subject to the timely payment of the entire cost of the unit apart from escalation charges, facility charges, registration charges etc and any other charge(s) as may be intimated by the company earlier or at the time of offer of possession. The Allottee shall pay his/her complete remaining payment/possession amount within 30(Thirty) days from the date of issuance of the letter of offer of possession. If the Allottee fails to make these above stated payments and take possession within 30 days from the date of letter of offer of possession, then an interest @ 2% per month shall be charged on the remaining amount. The Allottee shall also be liable to pay holding charges, to be calculated on monthly basis, to the Company for the entire period of delay in taking possession and registration of sub lease deed of the allotted unit, whichever is later. The rate/amount of Holding Charges shall be equal to the rate/amount of delay penalty as offered by the Company in case of delay in possession. The Allottee/s shall also pay monthly maintenance charges to the nominated Agency maintaining the apartment complex/project during such period at the prevailing rates.

1. The Possession of the allotted unit shall be given to the Allottee/s by the Company by 00.00.0000. However, this period can be extended for a further grace period of 6 months. The possession clause is subject to the timely payment of all installments and other dues by the Allottee/s and the Allottee/s agrees to strictly abide by the same in this regard.
2. The Company hereby agrees to pay penalty to the Allottee/s @ Rs. 0.00/- (Nil Only) per sq. ft. of super area of the allotted unit per month for any delay in handing over possession beyond the given date plus grace period of 6 months and upto the offer of possession or actual physical possession whichever is earlier. However, any delay in project execution or its possession caused due to force majeure conditions and/or any judicial pronouncement shall be excluded from the aforesaid possession period. The compensation amount will be calculated after the lapse of the grace period and shall be adjusted or paid, if the adjustment is not possible because of the complete payment made by the Allottee/s till such date, at the time of final account settlement before possession of the unit. The penalty clause will be applicable to only those Allottees who have not booked their unit under any special / beneficial scheme of the company i.e No EMI till offer of possession, Subvention scheme, Assured Return etc and who honour their agreed payment schedule and make the timely payment of due installments and additional charges as per the payment plan given in Allotment Letter.

TERMS AND CONDITIONS: The detailed Terms and Conditions of this Deed of Allotment (Allotment Letter) are given below and the same have been understood, consented & acknowledged by the Allottee/s and shall be binding on both the parties.

Place:

Date:

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TERMS AND CONDITIONS

Terms and Conditions of the Allotment Letter dated **14th day of February 2018** executed

BETWEEN

<COMPANY NAME>, a company incorporated under the Indian Companies Act, 1956, having its registered office Address
(Hereinafter referred to as the COMPANY, which expression shall include its assigns and representative etc.unless the subject and context required otherwise) of the One Part;

AND

Mr.<APPLICANT NAME> Mr.<CO-APPLICANT NAME>

<ADDRESS>, <ADDRESS>

(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.

A. PAYMENTS

1. That the timely payment of Installments as indicated in the Payment Plan on page No.2/3 is the essence of the present provisional allotment. If the payment is not received within the stipulated period or in the event of breach of any of the terms and conditions of this agreement by the Allottee/s, the provisional allotment will be cancelled and balance payment will be refunded without any interest, after deduction of cancellation charges i.e 15% of the total price of the unit. After cancellation, the Allottee/s shall be left with no lien, right, title, interest or any claim of whatsoever nature in the said unit and the company shall thereafter be free to resale and /or deal with the said unit in any manner whatsoever at its sole discretion. In case the Company, in its absolute discretion, allow any latitude in the payment of the delayed Installments, interest @ 2% per month or for any part of a month will be charged for the period the payment is not made. In case amount paid by the Allottee/s is less than the aforesaid amount of 15% of the total cost of the unit, the entire money paid by the Allottee/s shall be forfeited by the company.
2. For preferentially located unit, extra charges as given in the payment plan, will be paid additionally by the Allottee. It is also agreed between the parties that if due to any change in the building plan if any allotted unit becomes preferentially located later on, then the Allottee/s shall be liable to pay PLC as calculated and demanded by the Company against such unit. The Allottee/s, in terms of U.P.Apartment Act,2010, gives his/her/their/its consent to the company to make alterations in the layout, building plan, floor plan, unit plan, positioning of tower(s), use of permissible floor area ratio, etc, including but not limiting to, to meet the requirement(s) arising out of any unforeseen circumstances.
3. That in case the Allottee/s, at any time, desires for cancellation of the provisional allotment for any reason whatsoever, then in such case 15% of the total cost /price of the unit shall be forfeited as cancellation charges to partially make good the loss to the Company on account of such cancellation affecting future commitments, holding cost of unit, manpower cost, reduced cash flow, project re-schedulement, increase in cost of project etc. and the balance, if any, shall be refunded without any interest in the following manner:-
 - a) The refundable amount, after deduction as explained above shall be paid to the Allottee/s not before expiry of a period of three months and not later than six months from the date on which the Company receives the cancellation application/affidavit and proper documents from the Allottee/s for such cancellation.
 - b) No interest shall be payable by the company for the said period of six months.
 - c) If the Company makes any default in payment of refunds after the expiry of said period of six months, then the Allottee/s shall be entitled to interest @ 6% (six percent) per annum on the amount of money to be refunded.
 - d) If the amount paid by the Allottee/s is less than the amount to be deducted as above, the entire money paid by the Allottee/s shall be forfeited by the company.
4. That in case Allottee/s wants to avail a loan facility from any Bank/Financial Institution/Agency to facilitate the purchase of the said booked unit, then the following conditions shall apply in this case:
 - (i) The Allottee/s shall arrange / avail the loan facility from Bank/Financial Institution/Agency on its own and the company shall not be responsible or liable for the sanctioning and /or non sanctioning of the same in any manner whatsoever.

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- (ii) In such case the Allottee/s shall ensure that the installment as stipulated in payment plans 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 in such case the Installment are not paid on due dates as stipulated in payment plan above, the company shall act per clause (1) stated above, notwithstanding anything contrary to this contained in any other agreement executed among the Company , the Buyer and the Bank/Financial Institution/Agency.
 - (iv) In case the Bank/Financial Institution/Agency makes the lump sum advance payment for the Cost of unit, the Company shall not be liable to pay interest or any other charges to the Allottee/s for receiving the payment before due dates.
 - (v) In case of non-sanctioning of loan, the Allottee/s shall ensure to pay the installments as per the payment plan from its own sources, failing which the Allottee/s shall be governed by the provisions of Clause 1 above.
5. That it is agreed between the parties that if the Allottee avoids/delays the payment of his/her installments/dues/possession amount for more than 1(One) month from its due date then the Company reserves its right and the Allottee/s allows the Company to cancel the provisional booking/allotment of the Allottee without any further information to the main Allottee and refund its money as per the provisions of Clause No.3 of the Allotment Letter.

B. CONSTRUCTION AND COMPLETION OF UNIT

6. That the specifications for the allotted unit are shown in the sale brochure. The Allottee has satisfied himself/herself/themselves/itself with the detailed drawings, approvals and sanctions received with respect to the project. Subject to the other terms and conditions of this provisional allotment and after the payment of all cost/charges and dues as per the payment schedule, the Allottee/s shall have the ownership of the specific area of his Independent Floor, right to exclusive use of the earmarked terrace area/basement wherever applicable, right to exclusive use of the earmarked allocated Parking Space and the right to use common area and facilities along with the other independent unit owners. It is also agreed by the Allottee/s that any additional/better specifications for the individual unit requested by the Allottee/s, well in time , may be provided, if technically feasible, for which extra charges as demanded by the Company will be payable by the Allottee/s.
7. That the Company may on its own modify/delete/alter/improve specifications and/or facilities as mentioned in the sale brochures due to technical reasons/due to popular demand/unavailability of certain material/s or for overall betterment of the complex/individual unit or for any other reasons beyond the control of the Company. The Allottee/s, in terms of U.P. Apartment Act, 2010, gives his/her/their/its consent to the company to modify/ delete/ alter/ improve such specifications and/or facilities as mentioned in the sale brochure ,building plan etc on aforementioned reasons. The proportionate increase in cost due to such changes will be borne by the Allottee/s.
8. The drawing / plan / design of the project and of the allotted unit, have been physically seen and checked by the Allottee/s and the same are approved by /submitted for approval to the concerned local authority. However the drawings, plan, design, height, location, area, site plan etc. can be changed by the sanctioning authorities/Company during the course of construction for technical reasons, for overall betterment of the complex/individual unit or for any other reasons beyond the control of the Company and the Allottee/s in terms of U.P. Apartment Act, 2010, consents/agrees not to object such changes done at any stage of time. It is also agreed between the Allottee/s and Company and consented by the Allottee/s in terms of U.P. Apartment Act, 2010 that in case the concerned authority allows additional floor area ratio as a policy at any time, then the Company shall be fully entitled to use that extra floor area ratio applicable to the project and shall also be

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entitled to effect changes in the original drawings/design/plan of the unit/ tower/projects accordingly.

9. That the completion of the unit will be done as per the projected date of the Company subject to receiving the entire cost and other payments as per the payment schedule of the Allotment Letter. However, if the Allottee/s opts to pay the cost in advance of the scheduled time, a suitable discount may be allowed by the Company on its discretion but the completion schedule shall remain unaffected. In case the Allottee/s insists for early completion of the unit, the Company may try to do the same. In such 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. The Company will undertake maintenance of the project/complex either directly or through its nominated specialized maintenance agency. The maintenance services will include upkeep of all common areas i.e walls ,partitions, drains, sewers, pathways, parks, parking areas, corridors, outer facade, maintenance of generator sets, electrical installations, lifts, escalators and overall security /watch & ward arrangements. The cost of such maintenance services alongwith all applicable taxes will be paid by the Allottee/s as per their respective super area of allotted unit. The rates per sq.ft for maintenance (to be called as Common Area Maintenance Charges or CAM) will be intimated to the Allottee/s by the Company/Maintenance Agency time to time. All fittings and fixtures inside the unit sold will be maintained by the Allottee/s.
11. That an Interest Free Maintenance Security (IFMS) for meeting future expenses incurred for replacement/major repair of capital goods, i.e DG Set, Lifts etc, used in the maintenance and upkeep of the project/complex shall be payable by the Allottee/s to the Company as mentioned in the payment plan on page no.2/3. The amount to be deposited as IFMS shall also be calculated according to the super area of the allotted unit. The maintenance and upkeep of the project or part thereof shall commence from the date of "Letter of Offer of Possession" issued by the Company to the Allottee/s. The Allottee/s shall be liable to pay monthly maintenance charges from the date of such letter as per the super area of his/her unit. It is further made clear that the Allottee/s shall pay one year maintenance charges in advance on receipt of the said Letter of Offer of Possession. After one year the monthly maintenance charges as intimated to the Allottee/s by the Company/Maintenance Agency from time to time, shall be payable by the Allottee/s in advance by the seventh day of that month. In case of delay in receipt of monthly maintenance charges within this period, interest @ 2% per month or for any part of a month shall be charged for the period of delay. In the event of default in payment of maintenance charges for 2 continuous months, the Company / its nominated maintenance agency will be entitled to effect disconnection of the services to defaulting Allottee/s that may include disconnection of water/sewer, power/power back up and debarment from usage of any or all common facilities within the complex. The Company reserves the right to enhance the maintenance charges payable by the Allottee/s keeping in view the cost of the maintenance of the complex. The Company may maintain the complex or may outsource any or all maintenance services to outside agencies and authorize them to do all acts necessary in this regard. The Allottee/s agrees and undertakes to sign a separate "Maintenance Agreement", with the Company or with the nominated Maintenance Agency undertaking the maintenance services of the complex before taking possession of the allotted unit.
12. That the internal maintenance of unit including the walls and partitions, drain, pipes etc,. shall be the exclusive responsibility of the Allottee/s from the date of offer of possession. Further, the Allottee/s will neither himself do nor permit anything to be done which damages any part of the building, staircase, shafts, common passages, adjoining units etc. or violates the rules or bye-laws of 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 shall rectify such damages and shall recover the expenditure incurred on such rectification from the Allottee/s.

13. That the Company shall provide power back up facility to the Allottee/s and for that purpose a separate prepaid meter shall be installed for recording the power back up consumption. The Allottee/s shall pay power back up charges as per the reading of this meter at the rates decided by the Company/ nominated Maintenance Agency alongwith applicable taxes. The Allottee/s shall not install any individual electric generator to get power back up. The normal electricity supply shall also be provided by the Company/ nominated Maintenance Agency through a prepaid sub-meter at the rates decided by the Company/ nominated Maintenance Agency. The charges for water consumption shall be included in the maintenance charges (CAM).
14. That the load of electricity and power back up provided to the Allottee/s is mentioned in the Allotment Letter under column explaining the cost of the unit. However if due to any reason, if the Allottee/s wants to increase its electricity load/power back up load then the same may be increased by the nominated Maintenance Agency depending upon the availability of extra/surplus load with it. The Allottee agrees and consents to pay the rates / price for increased load as decided by the nominated Maintenance Agency for providing the same.
15. That it is consented by the Allottee(s) that after possession of the allotted unit , he/she alongwith other allottees shall form a Resident Welfare Association as per the provisions of the U.P. Apartment Acts, 2010 or any other relevant State Apartment Act. The Allottee(s) further undertakes that he/she shall always follow and abide by all rules, by laws and provisions of the U.P. Apartment Acts, 2010 or any other relevant State Apartment Act applicable to him and the RWA so formed.
16. 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 central plaza, terrace, certain areas in basement etc shall not be handed over to the association and will be owned by the company and these areas may be developed or sold to any agency or individual as the case may be, on any terms & conditions as the company may deem fit.
17. That the Allottee/s will allow the complex maintenance teams to have full access to and through his unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure.

D. TERMS OF LOCAL AREA DEVELOPMENT AUTHORITY

18. That this residential project is being developed by the Company on the land leased by the Greater Noida Authority for a total period of 00 years. The Lease Deed is registered in Book No.-0 as Document No.000, Volume No.0000 from page No.000 to 000 on dt.00.00.0000 with Sub Registrar, Greater Noida, U.P. The registration of the Sub Lease Deed /Sale Deed of the individual unit will be executed in favour of the Allottee/s by the Company. That upon the execution of the said Sub Lease Deed/ Sale Deed in favour of the Allottee/s, the Allottee/s shall also be bound by the terms of the Lessor(Greater Noida Authority) given in lease deed and shall use the allotted unit for the residential purposes only.
19. 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 project 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 in future.
20. That all taxes or charges by whatever name called, levied on land or building by any authority/Govt., shall be borne and paid by the Allottee/s. The Allottee/s also undertakes to pay all extra financial costs/surcharges/ compensation to farmers, which may be imposed by the Govt. due to any statutory order, Court order / judicial pronouncement or local Development Authority notifications. 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/ costs/surcharges/ compensation to

farmers, assessed on the whole complex. If such taxes/ costs/surcharges/ compensation to farmers are increased with retrospective effect after the execution of the Sub Lease Deed/Sale Deed then these charges/ costs/surcharges/ compensation to farmers, shall be treated as unpaid price of the unit and the Company shall have right to recover the equivalent amount from the Allottee/s and the Allottee/s shall pay that demanded amount to the Company without any objection.

21. 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/Local Authority, as the case may be.
22. That all the terms and conditions for allotment of the land by the Greater Noida Authority contained in the Lease deed will be mutatis mutandis applicable to the Allottee/s.
23. That it has been informed to the Allottee/s that a certain percentage of the total area of the project has been allowed to be developed and used for commercial purposes by the Authority. The Company shall construct commercial units within that permissible area as per its discretion.

E. POSSESSION OF UNIT : -

24. The possession of the Unit shall be given by **00.00.0000** or extended period as permitted by the agreement. However, the company hereby agrees to compensate the Allottee/s @ Rs. 0.00/- (Nil Only) per sq.ft. of super area of the unit per month for any delay in handing over possession of the unit beyond the given period plus the grace period of 6 months and upto the Offer Letter of possession or actual physical possession whichever is earlier. However, any delay in project execution or its possession caused due to force majeure conditions and/or any judicial pronouncement shall be excluded from the aforesaid possession period. The compensation amount will be calculated after the lapse of the grace period and shall be adjusted or paid, if the adjustment is not possible because of the complete payment made by the Allottee till such date, at the time of final account settlement before possession of the unit. The penalty clause will be applicable to only those Allottees who have not booked their unit under any special / beneficial scheme of the company i.e No EMI till offer of possession, Subvention scheme, Assured Return etc and who honour their agreed payment schedule and make the timely payment of due installments and additional charges as per the payment plan given in Allotment Letter.
25. That it is agreed by the Allottee/s that the possession of the allotted unit shall be given only after the payment of all dues by the Allottee/s.
26. That all the charges expenses, stamp duty, official fee, incidental charges etc towards the execution and registration of Sub Lease Deed/Sale deed including documentation, will be borne by the Allottee/s. If the Company incurs any expenditure towards the registration of the allotted unit in favour of the Allottee/s, the same shall be reimbursed by the Allottee/s to the Company. The Allottee/s agrees to execute and register the Sub Lease Deed/Sale Deed immediately after receiving intimation from the Company in this regard failing which the Allottee/s authorizes the Company to cancel the allotment and /or impose Holding charges for the entire period of delay in registration.
27. 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 along with proportionate undivided interest in the land under his/her block. The Allottee/s shall have no right, interest or title in the remaining part of the complex such as parks, approach road etc except the right to ingress and egress in the common area. These and the land for other common facilities shall remain the exclusive property of the Company. The right of usage of common facilities is subject to observance by Allottee/s covenants herein and up to date of

payment of all due amount to the Company.

28. That for the computation purposes, the units are being allotted on the basis of super area, which means and includes built up covered area of the unit plus proportionate share falling under corridors, stairs, passages, lobbies, projections and architectural features, lift wells and rooms, munties, common lobbies and toilets, circulation and refuge areas, balconies, if any and other common spaces within the block of complex. The built-up covered areas of the unit includes the entire carpet area of the unit. internal circulation area and proportionate area under internal and external walls 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 super area/built up area by the Company shall be binding upon all the Allottee/s.
29. That the final super area of the allotted units will be intimated after final physical measurement post construction. In case of variation in actual super area vis-à-vis booked super area, necessary adjustments in cost plus or minus, will be made at the rate prevalent at the time of the booking. Super area may vary without any change in built up area or dimension of the units. Similar measurements and calculations will be done for exclusive lawn and terrace area also wherever applicable as per the terms of the allotment letter.
30. That the details about the unit and the complex as given in plans are tentative and can be modified due to technical and other reasons. It may means changes in position or direction of the unit, number of the units, its boundaries, dimensions, height or its area. The Allottee/s, in terms of U.P. Apartment Act, 2010, gives his/her/their/its consent to the Company to modify/ delete/ alter such specifications and/or facilities on aforementioned reasons.
31. 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 and/or non-availability of alternate unit, the Company shall be responsible to refund only the actual amount received from the Allottee/s. The Allottee/s hereby agrees that in such case he shall not be entitled to claim 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.
- 32.. 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, buildings material or any other reason whatsoever.

F. GENERAL TERMS AND CONDITIONS

33. That the said residential complex shall always be known as "<Project Name> " or such other name as may be decided by the company and the name of the project shall be never be changed by the Allottee/s or anybody else.
34. The terms and conditions of the present Allotment Letter as stated and agreed by both the Company and the Allottee/s shall be enforceable and applicable till the time the Allottee/s is the legal owner of the allotted Unit. The terms and conditions of the Sub Lease Deed /Sale Deed shall be in addition of the terms and conditions of the Allotment Letter and shall not supersede the same.
35. That 15% of the Total Price of the unit shall constitute the Earnest Money, which is primarily the security for due performance of the agreement and consequently shall be forfeited in case of non-fulfillment of the terms of allotment/cancellation and shall not be refunded in any case

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whatsoever.

36. That the address given in the booking form shall be taken as final unless any subsequent change has been intimated to the Company through Registered / Speed Post Letter/e.mail. All demand notice, letters, etc. posted at the given address shall be deemed to have been received by the Allottee/s. That in case of joint allotment, all correspondence i.e demand notices, letters, etc. shall be sent only to the given address of the Main Allottee and the same shall be deemed to have been served to all co-Allottee/s.
37. 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 the construction of the complex.
38. That the basis of calculating the proportionate charges payable by any Allottee/s will be in proportion to the super area of the unit to the total super area of units affected by that charge.
39. That the Allottee/s may undertake minor internal alteration in his/her allotted unit only with the prior written approval of the Company/Concerned Statutory Authorities/Maintenance Agency. 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/s or common area, the Allottee/s shall get the same repaired failing which the cost of repair may be deducted from the Allottee/s IFMS.
 - (ii) Changes that may affect/change/ damage the façade or common area of the building, e.g changes in windows, outer glass walls, 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. The Allottee/s shall not put any sign-board/ name plate, neon sign/light, publicity material or advertisement material etc. on the face/façade of the complex or any where on the exterior of the said complex or common area.
 - (iii) That the Allottee shall not make any encroachment on the common spaces in the building/complex.
40. 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 complex or which is in violation of rules/regulation/bye-laws of the Maintenance Agency and /or concerned Local Authorities.
41. The Allottee/s if residing outside India, shall be solely responsible to comply with all necessary formalities, as laid down in applicable Foreign Exchange Management Act,,RBI Acts or Rules and/ or any other law governing remittance of the payment for obtaining requisite permission for acquisition of property. In case the permission for the acquisition of the flat is not granted to the Allottee/s the amount received by the Company will be refunded in full to the Allottee/s without any interest and compensation, subject to the restrictions laid down by Reserve Bank of India/ Government of India in this regard.
- 42.. That the Allottee/s agrees that if due to force majeure, any reasons beyond the reasonable control of the company , or due to any legislation, order or regulation made or issued by the Govt. / Authority(ies) in future or if any matter, issues relating to approvals, permissions, notices ,notifications by the Govt./competent authority(ies) and/or due to any matter relating to the project or its

allotment/construction becomes subject matter of any suit/writ before a competent court, then the possession of the allotted unit may get delayed and /or whole or part of the said project may be abandoned. In such situations, no other claim will be preferred except that the Allottee's money shall be refunded without interest and compensation on compliance of necessary formalities by the Allottee/s in this regard.

43. That the Allottee/s hereby undertakes/s and confirm/s that in case the Developer/promoter acquires/purchases any additional FAR from the concerned authorities in terms of the U.P. Apartments Act 2010 and/or makes any changes in the layout/ building plan, with respect to the said Project in present or future, the Allottee/s shall have no objection of any nature whatsoever and the Developer/promoter shall be free to use and utilize such additional FAR in its sole discretion, without having any interference from the allottee/s in this regard. However, the developer/promoter may use such additional FAR for the common benefits of such Allottee/s. Further, the allottee/s upon becoming the Owner of his/her/their allotted unit/apartment, shall grant his/her/their unconditional consent to the Developer/ promoter for the purchase of additional FAR and the undertaking provided herein by the Allottee/s shall be a deemed consent on the part of such allottee/s, who later on becomes the owner of such allotted Unit/Apartment .
44. That all the charges payable to various departments for obtaining service connections to the unit like electricity, telephone, water, gas, pipeline etc including security deposit for sanction and release of such connections as well as informal charges pertaining there to will be payable by the Allottee/s.
45. That in case of joint allotment, the Company shall correspond or prefer claims with Main Allottee and such correspondence with the Main Allottee shall be deemed sufficient for its record and purpose.
46. That the price of the allotted unit is subject to escalation in the prices of construction material and labour cost and the same shall be paid by the Allottee/s to the company over and above the allotted unit price as mentioned in this Allotment Letter and earlier in price list and booking form. The period for which the escalation charges shall be calculated will be from the date of booking and upto the date of possession as given in the Allotment Letter. The escalation charges shall be calculated as per the company policy on the basis of RBI index and the same shall be paid at the time of the possession of the allotted unit.
47. That if any misrepresentation/concealment/suppression of material facts is/are found to be made by the Allottee/s or its representative submitting such documents, the entire money deposited by the Allottee/s with the company shall be forfeited and legal action for such representation/concealment/suppression shall be initiated.
48. That all or any disputes arising from or out of or touching upon or in relation to the terms or formation of this provisional Allotment or its termination, including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion, failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996, or any statutory amendments, modifications or re-enactment thereof for the time being in force. A sole arbitrator, appointed by the Developer, shall hold the arbitration proceedings at New Delhi. The decision of the Sole Arbitrator including but not limited to costs of the proceedings/award shall be final and binding on the Parties. The Allottee(s) hereby confirms that he/she shall have no objection to such appointment and proceedings of arbitration.
49. That all the terms and conditions of the provisional allotment shall be governed by and construed in accordance with the laws of India. Subject to arbitration clause, that the Courts at New Delhi alone shall have the jurisdiction in all matters arising out of or touching upon or concerning this provisional allotment.
50. All payments in respect of the Allotment money, Installments and / or any other charges shall be made

COMPANY

ALLOTTEE/S

by the Allottee/s in the name of the Company, unless otherwise specifically informed by the company to the Allottee/s. Company shall not be responsible/accountable for any payment made in cash or through cheque to agent/ broker/channel partner/ any third person. The Developer shall also not be responsible /liable for any assurances, promises etc given by agent/ broker/ channel partner/ any third person regarding Allotted unit /Project, payment plan, cost of the unit, facilities in the unit etc which is not authorized by the Developer and/or is not given in the Sale Brochure, Booking Form and Buyer Developer Agreement regarding the unit.

51. That if the Allottee/s makes payment through cheque, and cheque is dishonoured due to any reason whatsoever, the Company shall be entitled to charge Rs.1000/- (Rs.One Thousand Only) per instance from the Allottee/s.
52. That in case of any dispute between the Co-Allottee/s, the decision from the competent Court shall be honoured by the Company. However, in such case the co-applicant, either collectively or severally, shall ensure that the installments are paid in accordance with the agreed payment plan, failing which, the Co-Allottee/s shall be governed by the provisions of clause 1 above and the refundable amount, if any, according to the terms and conditions contained in this allotment letter, shall be paid to the Co-Allottee/s in proportion to the amount received from them.
53. The Allottee/s has seen and accepted the plans, designs, specifications which are tentative and the Allottee/s authorizes the Company to effect suitable modifications/alteration in the layout plan/building plans, designs and specifications as the Company may deem fit or as directed by any competent authority(ies). Any increase / decrease in super area of the unit will be charged/ refunded.
54. The Company shall be responsible upto one year from the date of possession regarding construction and structural defects in the building and shall get such defects removed at its own cost. The defect liability shall be limited to the defects in the construction /structure in the building and the Company shall get such defects removed at its own cost upto one year. However air cracks in plaster, warpage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damages resulting from war, flood, earthquakes, accident, riots, terrorist attack, illegal activities, strike, Act of God, and any damages caused by the negligence or deliberate act of the Allottee or his/her representative. The defect liability is not applicable on bought out items most of which are covered under warranty by their manufacturers. However in the event of recurring problems with the bought out items, the Company shall co operate with the Allottee/s in sorting out the problem.
55. The Allottee/s is entitled to get the name of his nominee(s) substituted in his/her place. However such substitution shall be at the discretion of the Company and will need its prior written approval from the Company. Any change in the name of Allottee/s (including addition/deletion) as registered/recorded with the Company, will be treated as substitution for this purpose. Administrative charges as prescribed by the Company from time to time will be paid by the Allottee/s before the substitution. The Administrative charges for substitution of rights herein amongst family members (husband, wife and own children and real brother/sister) will be same of the normal administrative charges for every substitution. The Allottee/s shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such substitution.
56. Until a sub Lease is executed and registered, the Company shall continue to be the owner of the unit and also the construction thereon and this provisional allotment shall not give to the Allottee/s any rights or title or interest therein and the Allottee/s shall not create any third party charge or lien on it. The Company shall have a first lien and charge on the unit for all its dues that may become due and payable by the Allottee/s to the Company.
57. The Allottee/s is informed that various units are being allotted to various persons under uniform terms and conditions. The Allottee/s agrees that he will use the said unit for residential purpose only and shall not use the aforesaid unit for any other purpose which may or likely to cause nuisance to other

Allottee/s in this Complex or to crowd the passages to use it for any illegal or immoral purposes in this complex.

58. The Car parking is available inside the complex/project on payment basis as mentioned in payment plan on page No.2 of this allotment letter. The Allottee/s has opted for (Open/Covered) car parking facility and the Company has allocated the same to him/her/them/it within the complex/project. The Allottee/s agrees that car parking shall be understood to be together with the said allotted unit as its integral part and the same shall not have independent legal entity detached from the said allotted unit. If the Allottee/s transfers his/her unit to any third person then the allocated parking space shall also be transferred in the name of that transferee. The Allottee/s agrees that the allocated parking space is only for right to use and shall automatically be cancelled in the event of cancellation, sale, relinquishment etc of the said allotted unit.
59. The Allottee/s shall send/return the Duplicate Copy of these Terms and Conditions duly signed and witnessed along with the payment of the Allotment Money to the Company.
60. That the Allottee/s undertakes that he/she/they/it has gone through the Income Tax Notification dated 31st May 2013 pertaining to deduction of TDS on payment of installments to the Company and agrees to furnish the certificate of deduction of tax at source to the company, as applicable, within the timeline prescribed by aforesaid notification. The allottee/s also agrees to furnish his/her/their/its Permanent Account Number (PAN) within 30 days from the date of execution of this Allotment letter, if not furnished earlier.
61. That for all intents and purposes, singular includes plural and masculine includes feminine gender.

I/We (Allottee/s) have fully read and understood the above mentioned terms and conditions of the present Allotment Letter and agree to abide by the same without any objection/s. I/We (Allottee/s) also declare that I/We have sought detailed explanations and clarifications and after giving careful consideration of all facts, terms, conditions, and representations made by the Company, I/We have now signed and executed this Deed of Allotment after being fully conscious of my/our liabilities and obligations under this provisional allotment.

WITNESSES(Signature with Name and Address)

1. _____ 2. _____

COMPANY

ALLOTTEE/S

NOMINATION & DECLARATION FORM

Customer Declaration

I/We

Mr. <APPLICANT NAME>

Mr. <CO-APPLICANT NAME>

<ADDRESS>

<ADDRESS>

Allottee/s of Unit no. in Tower/Block / admeasuring Sqft in the Project named <Project Name> situated at <Project Address> . (hereinafter referred to as the "Unit"), owned by <COMPANY NAME> vide allotment letter dated . I/we, hereby nominate the person(s) mentioned below according to the preference mentioned in S. No. to whom in the event of my/our death the Unit as mentioned herein shall be transferred by the <COMPANY NAME>.

Nominee details:

S. No.	Name, Address and Contact No. of Nominee	Relationship with the Allottee, if any	Age	Date of birth of Nominee	Percentage of share in Unit

(Below details to be filled if nominee is minor)

As the Nominee is minor on this date, I/We appoint (Name, Address & Age) as a caretaker of the Unit till the nominee minor attains the age of majority.

COMPANY

ALLOTEE/S