

ALLOTMENT LETTER

NAME : _____

UNIT NO. : _____



we believe

in an ultimate lifestyle with unlimited smiles



SPEEDWAY AVENUE
ALLOTMENT LETTER

Dated: _____

PTPL

To,

1. Mr./Mrs./Ms/ _____
S/D/W/o _____
R/o _____

Co- Applicant

2. Mr./Mrs./Ms _____
S/D/W/o _____
R/o _____

Date: _____

Unit No.: _____

SUB: ALLOTMENT OF RESIDENTIAL APARTMENT IN THE PROPOSED GROUP HOUSING "SPEEDWAY AVENUE" AT PLOT NO. GH-A - 2 / 3, JAYPEE GREENS SPORTS CITY, SDZ, SECTOR-25, YAMUNA EXPRESSWAY GREATER NOIDA, UTTAR PRADESH.

Dear Sir/Madam,

- a) This has reference to your application dated.booking of a Residential Apartment in the proposed Group Housing "SPEEDWAY AVENUE " situated at Plot No. GH-A - 2 / 3 Jaypee Greens Sports City, SDZ, Sector -25, YEIDA, Distt. Gautam Budh Nagar, Uttar Pradesh.
- b) The Company "M/s. Pyramid Townships Pvt. Ltd." a company incorporated under the Indian Companies Act. 1956, having its registered office at A-14, Kailash Colony New Delhi - 110048 (hereinafter referred to as "The Company" which expression shall include its assigns, successors etc. unless the subject and context requires otherwise)" proposes to develop the above residential township on its own behalf and has got Sublease deed of the land registered in its favour.
- c) AND WHEREAS you are fully satisfied with the said facts and the right and title of the company to make the allotment of the Flat; the subject matter of this Allotment, and have applied to the Company for allotment of a residential apartment by way of sale in the said housing complex mentioned above.

B) PAYMENT PLANS :-

(I) Construction Linked plan

S. No.	Particulars	Payments as % of Total Sale Consideration
1.	At the time of Booking	: 10%
2.	Within 45 days from booking	: 10%
3.	On start of excavation	: 5%
4.	On start of basement roof slab	: 5% + Car parking Charges
5.	On start of 2 nd floor roof slab	: 5% + Allied Charges
6.	On start of 4 th floor roof slab	: 5% + PLC
7.	On start of 6 th floor roof slab	: 10%
8.	On start of 8 th floor roof slab	: 5% + Club Charges
9.	On start of 10 th floor roof slab	: 5% + Fire Fighting Charges
10.	On start of 12 th floor roof slab	: 5%
11.	On start of top floor roof slab	: 5%
12.	On start of internal plas	: 5%
13.	On start of Common Passage	: 10%
14.	On start of Electricals & C.P Fittings	: 5%
15.	On start of Door & Windows	: 5%
16.	On Offer of Possession	: 5% +Govt .Charges+Mandatory Charges

NOTE :- The mandatory charges shall be payable extra at the time of offer of possession.

- (I) The terms of the financing agency shall exclusively be binding and applicable upon the allottee/s only and not upon the company.
- (II) The responsibility of getting the loan sanctioned and disbursed as per the Company's payment Schedule will rest exclusively on the allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the allottee/s, failing which, the allottee/s shall be governed by the provision contained in clause 1 as above.

C) CONSTRUCTION & COMPLETION

6. The Company shall issue offer of possession of the unit within 4 years and six months from the date of this allotment letter subject to timely receipt of the entire Basic Price, extra charge, registration charges and any other charge/s as may be intimated by the company. The possession of the unit will be given after execution of the Sub Lease Deed in favor of allottee/s.
7. That the allottee has accepted the proposed plans, designs, specification, shown to him which are tentative and are kept at the company's office and agrees that company may effect such variations, additions, alterations, deletion and modifications, therein as it may, deemed appropriate and fit or as may be done by any competent authority and the allottee hereby gives his unconditional and irrevocable consent to such variations/ additions/ alterations/ deletion and modifications. The allottee has also accepted the specification and information as to the material to be used and features in the construction of apartments as set out in the brochure / in the annexure to this agreement or any other material, which are tentative and the company may make such variations and modifications therein, as it may, in its sole discretion deem fit and proper or may be done by any competent authority and the allottee gives his consent to such variations and modifications.
8. That the specifications for the unit are shown in the annexed specification sheet. Any additional / better specification / change in specifications for individual unit requested for by the allottee/s well in advance at allotment date may be provided only, if found technically feasible and it does not delay the project. Costs incurred on such account shall be charged extra as demanded by the company.
9. That the specification shown in the specification sheet are indicative only and that the Company may on its own alter / provide additional / better the specifications and or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons including non-availability of certain material of acceptable quality and price or due to popular demand or for reasons of overall betterment of the complex/individual unit. The proportionate cost of such changes will be borne by the allottee/s.
10. That the completion of the unit, under normal circumstances, will be done as per the said plans and specifications seen and accepted by the allottee with such additions, deletions, alterations, modifications in the lay out, building plans, change in number, dimensions, height, size, area, or change of entire scheme the company

allottee/s as mentioned in Schedule -1. The Meter charges as outlined and mentioned in schedule-1 shall also be payable by the allottee.

- (vi) IDC/EDC cost for development all within the boundary of the plot such as outlined, for the internal and external development within the group housing project such as roads, sewer, drainage, water, rain water harvesting, landscaping, boundary, etc shall be payable by the allottee as mentioned in Schedule -1.
 - (vii) The Company may construct servant rooms (or dormitories) and storage spaces within the complex for desirous buyers. The consideration cost of these spaces will be charged extra at a rate notified at the time of offer.
 - (viii) The allottee/s shall be offered membership of the recreational club in the complex at a set rate mentioned in Schedule -1 but will not have any ownership right on the club or club lawns. The allottee/s will have to abide by the terms of membership of the club including payment of recurring annual monthly charges as well as usage charges. Also in the event of any function / parties / event, the company shall charge the amount charges as fixed from the allottee for the function area as provided to him.
 - (ix) Usage rights of one covered or open parking space shall be allotted on extra cost as mentioned in Schedule -1. However, the extra covered / open parking, shall be subject to availability & also at the prevailing market price, what so ever as decided by the company.
 - (x) Any other facility which are mentioned in the rate list or any new facility added on, at the time of construction shall be duly charged as per the company's norms and rate list.
13. That if the construction of the apartments is delayed due to force majeure circumstances, which inter alia include delay on account of non availability of steel or cement or other building materials, or water supply or electric power or slow down or strike or due to a dispute with construction agency ,civil commotion, or by reason of war or enemy action or earth quake or any act of God, delay in certain decisions/ clearances from statutory board, or if non delivery of possession as a result of any notice, order, rules or notification of the government NGT, Ground Water authority and/ or any other public or competent authority or for any other reason beyond the control of the company and in any of the aforesaid event, the company shall be entitled to a reasonable corresponding extension of the time of delivery of the said premises on account of the force majeure circumstances.
14. The company as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of allotment or if the circumstances beyond the control of the company, so warrant the company may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatever shall be claimed by the allottee(s) for the period of delay/suspension of the scheme. In consequence of the company abandoning the scheme, the company's liability shall be limited to the refund of the amount paid by the allottee without any interest. No compensation whatsoever shall be payable.

38. That the allottee/s after taking possession of the unit, shall have no claim against the Company in respect of any item of work in the unit, which may be said not to have been carried out or for non-compliance of any designs, specifications, building material or any other reason whatsoever.
39. After taking the notional physical possession of the flat by the allottee, the allottee shall be free to get all the additional works done in his flat as he wishes. The allottee shall duly bear with any delay on account of delay in getting completion by the YEIDA and thereafter the execution of Sub Lease Deed.

G) GENERAL TERMS AND CONDITIONS

40. That the basis of calculating the proportionate charges payable by any allottee/s will be in the proportion of the super built up area of his unit to the total super built up area of all units affected by that charge.
41. That the address given in the application form shall be taken as final unless any subsequent change has been intimated under Regd. A/D letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by that allottee/s.
42. That in case there are joint allottees, all communications shall be sent by the company to the allottee whose name appears first and at the address given by him which shall for all purposes be considered as served on all the Allottees and no separate communication shall be necessary to the other name allottee(s). The Allottee has agreed to this condition of the Company. It shall be the responsibility of the Apartment Allottee to inform the Company by a Registered (A.D) letter about all subsequent changes, if any, in his address, failing which all communications and letters posted at the first registered address will be deemed to have been received by him at the time when those would ordinarily reach at such address and the Allottee shall be fully liable for any default in the payment and other consequences that may occur there from. It shall be the responsibility of the allottee to make due payments to the company on its becoming due within 10 days period.
43. That the Company shall have the right to raise finance from any bank / financial Institution/ Body Corporate / NBFC or any private funding 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/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. Notwithstanding the foregoing, the Company shall ensure to have any such charge, if created, vacated on completion of the complex and in case, before transfer/conveyance of the title of the unit to the allottee/s.
44. That the Apartment Allottee hereby undertakes that he shall abide by all laws, rules and regulation applicable to the said premises as defined by the company from time to time.

available for common use. The Allottee shall not use the premises for any activity commercial or otherwise except for residential purposes only.

- (v) That any violations made by the allottee on account of above guidelines can render his allotment / sub lease deed subject to cancellation by the builder/company.
50. That the Apartment Allottee shall not put up any name or sign board, neon sign, publicity or advertisement material, hanging of clothes etc on the external façade of the building or anywhere on the exterior of the building or common areas and shall not change color scheme of the outer walls or painting of the exterior side of the doors and windows etc or carry out any change in the exterior elevation or design.
51. (A) That in case of transfer of allotment/ownership of unit, a transfer fee as prescribed by the company shall be payable by the allottee/s to the Company. However, transfer of unit shall only be possible after the allottee has made minimum Forty percent payment or at the time of transfer, the allottee has made upto date payments. Also after the possession, the allottee shall have to take No dues certificate from the company after clearing any dues & other transfer / file charges.
- (B) That any addition or deletion or modification in Allotment Letter of the unit may be considered by the company upon payment by the allottee/s of fee prescribed for the purpose.
52. That the development of the premises is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any Act of God. In case of delay in possession as a result of any notice, order, rule, notification of the Government, Court of Law, Public Competent Authority or any other reason beyond the control of the Company & any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company will be entitled to use alternative/substitute materials without any claim from the allottee/s.
53. That in case of NRI buyers, 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/s and not of the company.
54. That the amount paid by the allottee/s to the Company to the extent of 15% of the Basic Price of the unit shall constitute the Earnest Money which may be forfeited in case of non-fulfilment of the terms of allotment.
55. That the allottee/s has fully satisfied himself/herself about the interest and the title of the Company in the said land on which the unit as part of a group housing scheme is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the allottee/s in this respect.

63. That in case of any dispute between the co-allottee/s, the decision from the competent court shall be honored by the Company.
64. That the Allottee shall abide by all Laws, Bye laws, rules and regulations of the Yamuna Expressway Industrial Development Authority, local bodies and shall be responsible/ liable for all defaults, violation or breach of any of the conditions, levies or rules and regulations as may be applicable.
65. That the courts at Delhi alone shall have jurisdiction for adjudication of all matters arising out or in connection with this agreement.

For PYRAMID TOWNSHIPS PVT. LTD.

(ALLOTTEE/S)

(Authorised Signatory)

1st applicant

2nd applicant

Witnesses 1:

Witnesses 2:

SUMMARY OF DUES: SCHEDULE -I

	AMOUNT (RS.)
1. Basic Sale Price per sq. ft. @ Rs. /-	 /-
2. PLC per sq. ft. @ Rs. /-	 /-
3. Rebate (Incase Down Payment)	 /-
4. Allied Charges (IDC + OTLR + ESSC)	 /-
5. Covered / Open Car Parking Space:	 /-
6. Interest Free Maintenance Charges	 /-
7. Fire Fighting Charges	 /-
8. Club Membership	 /-
9. Advance Society Maintenance	 /-
10. Power Back Up @20,000/- per KVA	 /-
11. Meter Connection Charges for	 /
12. Any Other Charges	 /-
TOTAL DUES :	
13. Registration / Stamp Duty Charges	Extra as applicable
14. Service Tax, VAT, Any other tax	Extra as applicable
15. Mandatory Charges	Extra

Note :- The Maintenance Charges @Rs. 3/- per Sq. Ft. per month advance for One Year , IFMS Charges @Rs.50/- Per Sq. Ft. , Power backup Charges @Rs.20000/- per KVA (2 KVA mandatory) & Meter Connection Charges @Rs. 20,000/- for single phase or Rs. 25000/- for three phase shall be payable extra at the time of offer of possession. These four charges are the mandatory charges and are not a part of offer of any deal or lump sum payments towards flat.

ELECTRICALS



Electrical Wiring

Concealed conduit with copper wire Make Havells or Equivalent,
Modular

Switches make ABB or Equivalent, MCB make Havells or Equivalent

TOILETS

Flooring

Anti Glazed Tiles Make Kajaria or Equivalent

Wall Finishes

Glazed Tiles Till Roof Make Kajaria or Equivalent

Ceilings

Smooth surfaces with acrylic emulsion paint on ceiling

Sanitaryware Fittings

All Sanitaryware fixture make Hindware or equivalent

C.P. Fittings

Hindware or Equivalent

KITCHEN

Flooring

Vitrified tiles Make Kajaria or Equivalent

Wall Finishes

Glazed Tiles Make Kajaria or Equivalent (From 2' to 7' Above Counter)

Ceilings

Smooth surfaces with acrylic emulsion paint on ceiling

C.P. Fittings

Hindware or Equivalent

Counter

Granite Counter Top

Moduler Kitchen

Moduler Kitchen with required (as per design) baskets, tray and trolley.
SS Finish Handles, Hettich Channels and Hingies, Chimney and Hub
Make Kaff or equivalent, Sink make Neelkanth or Equivalent.
Provision for Microwave, Ovan, Fridge and Dishwasher.

COMMON PASSAGE

Flooring

Marble Flooring

Wall Finishes

Smooth surfaces with Birla Putty and acrylic emulsion paint on Wall &
ceiling

Railing

M.S. Railing as per Design

EXTERIOR

Outer Wall

Texture/ Good Quality Exterior Paint as per Design

STRUCTURE

Earthquake Resistant R.C.C framed structure with of bricks/H.C. Blocks



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