

ALLOTMENT LETTER/BBA

.....Please write or type below this line.....

This Allotment Letter/Agreement for Sale/Lease (hereinafter referred to as the "**Agreement**") executed on this 28 Dec 2024

BY AND BETWEEN

M/s ACCURATE MARK SERVE PRIVATE LIMITED (CIN No. U51495DL2001PTC112354), a company incorporated under the provision of the Companies Act., (1956 or 2013), as the case may be, having its registered office at 2 Vigyan Vihar, East Delhi, 110092., (PAN-AAECA0098B), represented by its authorized signatory Mr Sunil Kumar (Aadhar no.- 413674917231) authorized vide board resolution dated _____ hereinafter referred to as the "**Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

Main Applicant

M/S.

Mr.....

Aged about-.....

Residing _____ at

.....

.....

(PAN-.....)

(Aadhar no.)

(Here in after referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators. successors-in-interest and permitted assigns).

[OR]

(The Developer and Allottee shall hereinafter collectively be referred to as the "**Parties**" and Individually as a "**Party**").

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires

a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).

b) "**Applicable Laws**" shall mean and include any applicable Central, State or local laws, statutes, ordinances, rules, regulations, codes, bye-laws etc. including amendments/modification there to, any Government notifications, circulars, office orders, directives, guidelines, policies, notifications etc. or any Government order or direction, judgment, decree or order of a judicial or a quasi-Judicial authority whether in effect on the date of this Agreement or thereafter.

c) "**Allottee**" shall mean those who have accepted and signed the present Agreement, thereafter, a particular Plot has been reserved for that particular Allottee(s) and the same has agreed to abide by all the terms and conditions till the time and indenture of conveyance/sub-lease deed to be executed. In case of more than one Allottee, the other will be considered as Co-Allottee(s) and Allottee and the Co-Allottee(s) will have an equal share in the Plot unless otherwise specifically provided.

d) "**Authority**" shall mean the authority constituted under the Real Estate (Regulation & Development) Act 2016 having jurisdiction over the Project.

e) "**Force Majeure**" means any event or combination of events or circumstances beyond the control of the Developer 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 Developer's ability to perform obligations under this Agreement, which shall include but not be limited :

- Acts of God i.e., landslide, fire drought, flood, earthquake, epidemics, natural disasters, etc.
- Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labor unrest, invasion and terrorism.

- War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project.
- Election code of conduct.
- Any notice, order, rule, regulation, notification or directive of the Government, and /or any local or public or private body or authority and/ or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority.
- The promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Developers from complying with any or all the terms and conditions as agreed in this Agreement including issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or otherwise or for any reason beyond the control of the Developers whereby the work of construction is stayed or stalled.
- Any claim challenge or objection to the building or to the said Project or on the rights of Developers on the said Building and/or the said Project.
- Any hazardous, dangerous, perilous, unsafe chemical substance, material or property, which is found beneath the Project which renders liable or endangers the health and safety of the Developer or the general public.
- Any change in applicable laws adversely affecting the development of the building /the said Property.
- Any temporary suspension of the registration of the Project under the Act till the matter is sub-judice.
- Delay in issue of the occupation certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the said Building, by the corporation or any other concerned authority on account of reasons not attributable to the Developers.
- Other cause beyond the reasonable control of the Developer or its agent or not directly attributable to any willful act or omission of the Developer and/or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the building including the said Plot.

(f) "**Government**" means the Government of State of Uttar Pradesh.

g) "**Maintenance Agency**" shall mean the Developer itself or any third party employed / hired /engaged/ nominated by the Developer for the purposes of carrying out the maintenance and to upkeep the said project and to provide maintenance services in the said project.

h) "**Maintenance Charges**" means the charges for maintenance and upkeep of the Project and for maintaining various services like maintenance, street lighting, cleaning of the roads. parks and other facilities etc.

I) "**Offer of Possession**" means the notice to be given to Allottee by the Developer in terms of Clause 7.1 of this Agreement.

j) "**Person(s)**" shall mean any natural person, individual, sole proprietorship, unincorporated association or organization, body corporate, corporation, joint venture, trust, society, limited liability partnership, partnership, Hindu Undivided Family, any Government Authority or agency or any other entity or organization that may be treated as a person under the Applicable Law.

k) "**RERA**" shall mean Real Estate (Regulation and Development) Act, 2016 including any statutory enactments, amendments or modifications thereof and any other rules, regulations or bye-laws framed there under.

L) "**Rules**" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 for the State of Uttar Pradesh as amended from time to time.

m) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development Act, 2016.

n) "**Section**" means a section of the Act.

o) "**Taxes**" shall mean and include all applicable taxes, cesses, levies, duties, including but not limited to Goods and Service Tax (GST), property tax, fees and other applicable taxes presently and/or imposed by the Authorities at any time in the future (including with retrospective effect, if any) in respect of the Project/Plot/Total Price hereunder including even after the sale and handing over of possession of the