

## **ALLOTMENT LETTER**

To,

1. Mr./Ms. \_\_\_\_\_

Son/Daughter/Wife of \_\_\_\_\_

Resident of: \_\_\_\_\_

\*2. Mr./Ms. \_\_\_\_\_

Son/Daughter/Wife of \_\_\_\_\_

Resident of: \_\_\_\_\_

(\* to be filled up in case of more than one Allottee)

(herein after referred to as "THE ALLOTTEE" which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, administrators, legal representatives, successors and assign.

OR

\*\*M/s \_\_\_\_\_, a proprietorship or partnership firm/LLP duly registered having its office at \_\_\_\_\_ (hereinafter referred to as "THE ALLOTTEE" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the partners of the partnership firm/LLP and their respective heirs, legal representatives, administrators, executors, successors and assigns) acting through its proprietor/partner Mr./Ms. \_\_\_\_\_ duly authorized vide Authority Letter dated \_\_\_\_\_ annexed hereto.

OR

\*\*M/s \_\_\_\_\_ a Company registered under the Companies Act, having its registered office at \_\_\_\_\_ (hereinafter referred to as "THE ALLOTTEE" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) acting through its authorized signatory Shri/Smt. \_\_\_\_\_ duly authorized vide Board resolution dated \_\_\_\_\_ annexed hereto.

(\*\* Delete whichever is not applicable).

(In case of Company, copy of Board Resolution along with a certified copy of Memorandum & Articles of Association and in case of Partnership Firm/LLP, copy of resolution signed by all partners along with

partnership/LLP agreement is required)

**Subject: Allotment of unit in project, “STELLAR ONE Phase-1” situated at Plot No. GH-09, Sector-1, Greater Noida West, Uttar Pradesh (herein after referred to as “Project/Building”).**

Dear Sir/Madam,

This has reference to your application dated ..... for allotment of a unit measuring ..... sq. mt. (Carpet area) located on the .....<sup>th</sup> floor situated at **STELLAR ONE Phase-1** on the terms and conditions as set out in the application form.

In response to the said application and relying on the confirmations, representations and assurances given by you to faithfully abide by all the terms, conditions and stipulations contained herein, we are pleased to allot you a unit in the Project as per details and on terms and conditions as hereunder.

#### **DETAILS OF UNIT ALLOTTED**

1. Unit No:\_\_\_\_\_ Flat Type BR:\_\_\_\_\_  
Floor: \_\_\_\_\_ Block/Tower: \_\_\_\_\_  
Carpet Area:\_\_\_\_\_ Sq. Mt. (approx.) / \_\_\_\_\_ Sq. Ft. (approx.)  
At Sale Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)  
[1 Sq. Mt. = 10.764 Sq. Ft.]  
Other charges and preferential location charges (if applicable) shall be paid by the Allottee to the Company as detailed in **Annexure – A** and as per the Payment Plan opted by the Allottee enclosed herein as **Annexure–B**.
2. That for computation purposes, the Unit area being allotted is on the basis of Carpet area, which includes the net usable floor area in apartment, excluding the area covered by the external walls, area under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. Floor area shall be calculated on unplastered brick wall to brick wall basis.
3. That this allotment will be subject to the General Terms and Conditions as enclosed.

For and on behalf of Developer  
**STELLAR SPRING PROJECTS PVT.LTD.**

**(Authorized Signatory)**

Signature of: Allottee Co - Allottee

## GENERAL TERMS & CONDITIONS

### 1. DEFINITIONS & INTERPRETATION

- a. „Application“ shall mean Booking/Application Form submitted by one or more individuals or Company or Firm.
- b. Reference to male gender shall include female gender and reference to singular shall include plural, unless the context requires otherwise.
- c. “Entire Land” shall mean land admeasuring 64,803 sq.mt. situated at plot No.GH-9, Sector-1, Greater Noida (West).
- d. “Complex” shall mean all construction, buildings, facilities and common areas existing or being constructed or to be constructed in future in all phases over the Entire Land.
- e. “Land reserved for project” shall mean land admeasuring 21,486.70 sq.mt. which is part of and lie within the Entire Land over which the Project is being developed.
- f. “Project” shall mean the buildings, facilities and common areas existing or being constructed on Land reserved for the project, being designated as “Stellar One-Phase-1”.
- g. “Development Authority” shall mean Greater Noida Industrial Development Authority.
- h. “Common Area and Facilities” shall mean all facilities to be used in common by all the apartment owners, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard rooms, entrance & exit of the complex, water supply, treatment plants, pump house, sewerage systems and STP, garbage rooms, common toilets, rain water harvesting system, internal roads and common circulation area.
- i. “Independent Area” shall mean the area(s) which is/are not included as area(s) for common use by all apartment owners and may be sold by the Company/Promoter without interference of other apartment owners/ allottees.
- j. “Limited Common Area and Facilities” shall mean those common areas which are reserved for use of certain apartment(s) to the exclusion of the other apartment(s).
- k. “Sale Price” shall mean the consideration amount for the unit/apartment which is so mentioned in the Booking/ Application Form and the Allotment Letter.
- l. “Company/Promoter” shall mean Stellar Spring Projects Private Limited, a company registered under the Companies Act, 1956, having its corporate office at C-56/9, Sector-62, Noida.
- m. “Layout and Plans” shall mean the architectural drawings of the project, open area and drawings of particular blocks and floors.
- n. “Payment Plan” shall mean the mode of payment towards the Sale Price of Unit, having interval and the time frame for the payment, which is also prescribed in the **Annexure-B** herein.

- o. "Maintenance Charges" shall mean the charges to be paid by the Allottee/Owner/occupant of Unit/apartment for the maintenance and upkeep of the complex/ Project, payable to the Company or to the Maintenance Agency at prescribed rate(s) on the carpet area of the said apartment, payable on monthly or yearly basis as may be mutually agreed.
- p. "RWA" shall mean the Residents Welfare Association, an association of the apartment owners which the Company/Promoter will arrange to get registered as per law.
- q. "Taxes" shall mean any and all taxes payable by the Company or the taxes going to be payable in future, any charges, levies by whatever name called, in connection with the development/ construction of the apartment/ Project/ complex and/or in respect of the land comprised therein.
- r. "External development works" shall mean roads and road systems, landscaping, water supply, sewage and drainage system, electricity supply transformers, sub-station, solid waste management and disposal and any other work which may have to be executed in the periphery of or outside the project for its benefit, as may be provided by Development Authority or local body under the local laws.
- s. "Internal development works" shall mean roads, footpaths, water supply, sewers, drains, parks, tree plantation, street lighting, provisioning of community building, treatment and disposal of sewage and sullage water, solid waste management and disposal, rain water harvesting, energy management, fire protection and fire safety requirements, other works to be provided by the Company as per sanctioned plans.
- t. "Lease deed" shall mean lease deed dated 14/08/2014 for entire land executed between Development Authority and Company.

## A. PAYMENTS

**2.** Timely payment of installment as indicated in Payment Plan herein enclosed as **Annexure-B** is the essence of the allotment. If any installment is not paid as per the Payment Plan, the Company will charge interest @ 11% p.a. on the delayed payment for the period of delay. However, if any installment or consideration (even partly) remains in arrears for more than 30 days as per the Payment Plan/demand letter sent by the Company, the booking/allotment may be cancelled upon advance notice of 15 days sent to the Allottee and this allotment shall stand with drawn without any further intimation to the Allottee and the Allottee will have no right on the Unit applied/allotted. In case of any default or breach by Allottee, the amount deposited up to 10% of the Sale Price of the Unit, which constitutes the Earnest Money, together with any interest on delayed payment due or payable and any other amount of a non-refundable nature including brokerage paid by the Company to the brokers, in case of booking done through a broker, shall stand forfeited and the balance amount, if any, will be refunded to the Allottee without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion and understanding, restore the allotment/booking upon charging delay interest @11% for period of delay and also penalty upto 5% of the cost of Unit or as otherwise mutually agreed and restore the Unit in the name of Allottee, if it

has not been allotted to anyone else, otherwise, an alternate Unit, if available, may be offered in lieu of the same.

3. The Allottee shall make all payments in time as per the terms of payment schedule as stated in **Annexure – B** through A/c Payee Cheque(s)/ Demand Draft(s) in favor of “\_\_” payable at \_\_\_\_\_ or as may be communicated to

„Allottee“ by the „Company“ from time to time. The receipt of payment shall be issued by the Company in the name of all Allottee [in case the Unit is allotted to joint Allottee] irrespective of payment received from any one of the joint Allottees.

4. The schedule of payment/installment is duly explained to the Allottee at the time of booking and also mentioned in this Allotment Letter, the payment on time shall be the responsibility of the Allottee, any separate Demand Letter for the installment falling due is not required to be sent by the Company and that shall not be claimed as a right by the Allottee or a duty/obligation towards the Company, unless circumstances require otherwise.

5. The Sale Price of the Unit is fixed, save and except increases, which the Allottee agrees to pay, due to any sudden increase in the cost of construction material, including due to market conditions or an increase in Govt. charges, Government rates, taxes, cesses etc., increase in costs on account of delay due to force majeure conditions, interest repayment, or any fresh imposition of charges, taxes and/ or any other charges which may be levied or imposed or recoverable by the Government/ statutory body/ municipal authorities/ Development Authority, in future, retrospectively or otherwise in respect of Project or Land reserved for project/Entire Land. The Sale Price/total consideration/cost of the Unit as herein is only a reasonable estimate based on the cost of construction on the date of booking and estimated time of completion of Project.

6. Sale Price of the Unit does not include charges for, (a) individual electricity or water meter & connection charges, (b) piped cooking gas meter and connection charges, (c) security deposit for obtaining services/connection, (d) common area maintenance, (e) additional car parking, (f) electricity load charges, (g) one time lease rent, (h) power back-up charges (addl.), (i) sewerage connection charges, (j) any other item/facilities provided additionally in the Unit or the project as a whole, charges which are not otherwise expressly provided herein or any increase in charges, which shall be payable by the Allottee(s) in addition to the Sale Price of the Unit as and when demanded by the Company.

7. In case the Allottee wants to avail of a loan facility from his employer or any financial institution/ banks to facilitate the purchase of the Unit applied for, same shall be subject to the terms & conditions laid down by the financing agency, which shall exclusively be binding and applicable upon the Allottee only. The responsibility of getting the loan sanctioned and disbursed as per the agreed Payment Plan will rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed for any reason, the payment to the Company, as per Payment

Plan, shall be ensured by the Allottee, failing which, the Allottee shall be governed by the provision pertaining to default in making payment contained in Clause-2 hereinabove. Company shall not be responsible for arranging loan for the Allottee.

8. Further, in case the Allottee fails to repay the loan amount to the bank/ financial institution or fails to comply with any terms and conditions of the loan/ financing agreement entered into with such bank/ financial institution, then the bank/ financial institution may enforce the security by the sale of the Unit/ apartment and the Company may accept intending purchaser of the Unit in place of the Allottee, after the intending purchaser complies with the necessary formalities of the Company in this respect. The amount standing to the credit in the account of the Allottee after forfeiting 10% of the Sale Price of the Unit which constitute the Earnest Money and after deducting any interest on installments, interest on delayed payment due or payable and any other amount of a non-refundable nature including brokerage paid by the Company to the brokers in case of booking is done through a broker, will be transferred to the account of such new purchaser. Further, in case the bank/ financial institution ask the Company to cancel the booking of Unit and call for repayment of outstanding loan amount, then also the Company may cancel the booking and after forfeiting the Earnest Money and other amounts as above, pay the balance amount to the bank/ financial institution against outstanding loan amount for and on behalf of the Allottee.

9. The Company may on its own provide additional/better specifications and/or facilities other than those mentioned in the specification sheet or sale brochures due to technical reasons or due to popular demand or for reasons of overall betterment of the complex/individual unit. The proportionate cost of such charges shall be borne by the Allottee.

10. That all taxes, fees, cess or charges, present or future, on land or building, levied by any authority/government, including any increase in lease rent, annual lease rent, freehold charges, any new charges or increase in existing charges or fee, on land reserved for Project /Complex/ Entire Land payable to Development Authority or any other authority, in future or retrospectively, shall be borne and paid by the Allottee in proportion of its area of Unit. If there is imposition of additional levies, rates, taxes, charges, compensation to the farmers, cess and fees etc., as assessed on and payable by the company as consequences of Court order/ Government/ Development Authority/ Statutory or other Local Authority(ies) order/ demand, the Allottee shall be liable to pay his proportionate share for the same. If such charges are increased (including with retrospective effect) anytime, including after the Conveyance Deed has been executed, then such charges shall be treated as unpaid sale price of the Unit and the Company shall have the first charge/ lien on the Unit for recovery of such charges from the Allottee.

11. In case of reissuance of Allotment Letter at the request of Allottee, tri-partite agreement, permission to mortgage or any other document as required and requested by the Allottee or bank/financial institution for any reason, the company has sole right to reissue them or reject the

application of reissuance. If/whenever any document is reissued by the Company, that shall attract a fee of Rs.5,000/- every time, as administrative charges and shall be payable by the Allottee.

## **B. CONFIRMATION BY ALLOTTEE**

**12.** The Allottee has applied for allotment of flat with full knowledge of all laws/ notifications and rules applicable to the local area in general and the arrangements pertaining to the Project in particular.

**13.** The Allottee has seen the relevant documents/ papers pertaining to the Land and/or right and authority of the Company to develop and market the Project constructed on the Land reserved for project and to execute this Allotment Letter and the Allottee hereby accepts and agrees to abide by the terms and conditions of this Allotment Letter.

**14.** That the Allottee has/have seen all the documents of title and other relevant papers/documents etc. pertaining to the Project and is/are fully satisfied about the title and rights of the Company in respect of the Project and have understood the scheme of allotment of the entire land. The drawings and plans of the Project/ Complex have been displayed at the site office of the Project and at the corporate office of the Company. The sample flat constructed at the site (if any), is not according to the structural drawings of the building, hence as it does not have beams & columns, so the actual construction shall not be compared to that, also that the fitting, fixtures, finishing and other items of the said sample flat shall not be compared with the actual construction. The specifications of actual construction are duly specified in the brochure and also forming part of Allotment Letter.

**15.** The allottee agrees and hereby permits the promoter to make additions and/or alteration in the sanctioned plans, layout plans and specifications approved by the concerned authority, within compoundable limits of the Development Authority, provided the carpet area of flat allotted to allottee shall remain unaffected. Furthermore, currently 10% of the total FAR is compoundable; accordingly the number of dwelling units and population density may be increased. Also that in the eventuality of change in FAR the Company shall have the right to explore the terrace to achieve the enhanced FAR. It is clear to me/us that for any change in layout my/our written consent is required as per the law, I/we hereby give consent that the company can make any type of change in layout/ elevation/ design besides alteration in open space etc., my/our this consent will be presumed as all-time written consent for the same.

**16.** The Allottee agrees that specifications shown in the brochure/ pamphlet/ advertisings etc. are indicative only and that the Company may provide any alternate/ substitute material and/or facilities other than those mentioned in the brochure/ pamphlet/ advertisings etc. due to technical reasons including non availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the Project/ individual Unit. The Allottee agrees to



pay for the cost of additional/ better specifications and/or facilities as additional charges proportionately or as the case may be, as and when demanded by the Company.

**17.** That all other rights excepting what have been mentioned including open spaces, unsold flats/apartments, unsold parking places, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, studio apartment, storage and commercial constructions etc. or any other spaces which does not fall under the definition of common areas will be the sole ownership of the Company, who will have authority to charge membership for such facilities and dispose of the assets stated above. That the dimensions shown in the brochure, map or any other document has been calculated on unplastered brick wall to brick wall basis. The Company can sub-lease the vacant apartment(s) or the complete block of the apartment(s) as a whole or in part to one or more person(s) /company(ies)/ institution(s) whosoever.

**18.** The Allottee have to execute the Maintenance Agreement, Parking Allotment, Agreement for Supply of Electricity, Agreement for Power Back-up etc., at the time of possession. The set of all these documents will be made available in printed form. If the intending Allottee(s) do not agree with any of the terms & conditions or the content therein, the intending Allottee can cancel the said booking and amount deposited will be refunded without any interest. The Allottee will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act for deficiency of stamp thereon if imposed by the Government/competent Authority over the Allotment Letter, Allotment of Parking Space and Agreement for Maintenance, Electricity and Power Back-up etc. shall be paid and borne by the Allottee.

**19.** Any alteration/modification as advised by architect or as directed by any competent authority may result in change in the carpet area of the apartment, including terrace and balconies as applicable. However any alteration/modification in carpet area of the apartment, any time prior to and upon the possession of the apartment, the Company will intimate to the Allottee in writing about the changes thereof as well as the change in the cost of apartment. The Allottee has to give his/her/their consent or objection within 30 days from date of such notice. In case of no response from Allottee, his consent would be presumed. In case the Allottee objects for such change the allotment may be cancelled and the Company will refund the money received from the Allottee without any deduction and with interest @ 09% per annum. No other claim or compensation to the Allottee shall be payable in this regard.

**20.** The car parking will be available inside the complex, as per the type opted by the Allottee in the Application Form. The cars shall be parked within the parking spaces/ allotted to the Allottee. One car parking, either open or basement slot, is mandatory. No car/vehicle is allowed inside the complex except those who have reserved the parking space. The Company also reserves its rights to allot the additional un-allotted parking spaces in future even after handing over the maintenance of the said complex to the Resident's Welfare Associations of the complex. The RWA ®

Owners/Allottees/Occupiers of the apartments shall not have any right over the additional un-allotted parking spaces.

**21.** The apartments on all the floors shall be sold as an independent apartment with undivided interest in common areas and facilities. There may be some Limited Common Area and Facilities which are reserved by the Company for use of certain apartment(s) to the exclusion of the other apartment(s) and also some Independent Area which is/are not included as common area(s) for joint use of apartments and may be sold by the Company/ Promoter without interference of other allottee/apartment owners/ Apartment Owners Association. The basement spaces as per the permissible usage can also be allotted for other purposes like domestic storage spaces etc, which shall not form part of the common area.

#### **D. TERMS OF GREATER NOIDA AUTHORITY**

**22.** The Project, "Stellar One Phase 1" is being executed by M/s. Stellar Spring Projects Pvt. Ltd. on leasehold land admeasuring 21486.70 sq.mt. being part of larger plot admeasuring 64,803sq.mt. allotted and leased by Greater Noida Industrial Development Authority to M/s. Stellar Spring Projects Pvt. Ltd. vide Lease Deed dated 14/08/2014 duly registered with the sub-registrar of Gautam Budh Nagar at Sl.26868 Book No.1 Volume 16654 from pages 163 to 194. All terms and conditions of the Lease Deed will be mutatis mutandis applicable to the Allottee.

**23.** That on execution of the sub-lease deed in favour of the Allottee by the Company and Development Authority for transfer of the leasehold title of the unit, the Allottee shall be bound by the terms and conditions of Development Authority, including payment of all such charges, taxes, duties etc. as prescribed by the Development Authority in respect of the Unit/Complex.

**24.** That all taxes, fees, cess or charges, present or future, on land or building, levied by any authority/government, including any increase in lease rent, annual lease rent, freehold charges, any new charges or increase in existing charges or fee, on land reserved for Project /Complex/ Entire Land payable to Development Authority or any other authority, in future or retrospectively, shall be borne and paid by the Allottee in proportion to the area of the Unit.

**25.** The Company has taken Project loan from M/s DMI Finance Pvt. Ltd. having office at 9-10, 3rd Floor, Express Building, Bahadur Shah Zafar Marg, New Delhi by creating mortgage over entire land.

**26.** The Company has obtained its plan approval vide sanction letter no. BP-3475/GH/FB-2388 dated 24/04/2015 issued by Development Authority.

#### **E. CONSTRUCTION / COMPLETION OF UNIT**

**27.** The Company, based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Unit/ Project and offer possession tentatively by

March 31, 2020 provided the Allottee and other unit Allottee making timely payment and subject to force majeure conditions as mentioned hereunder, any Governmental action or inaction and any other reasons beyond the control of the Company. No claim by way of damages/ compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the Unit to the Allottee. Further the Company shall not be held liable for any delay in delivery of possession of the Unit to the Allottee if the delay is caused due to carrying out any alternate/ additional work demanded by the Allottee in the Unit at any point of time during or after construction of the Unit.

**28.** The Company shall immediately after completion of construction of the Unit/ Project apply for necessary permissions/approvals with the relevant local authorities / Development Authority, as may be prescribed. Further, the Company shall not be liable for payment of any interest or compensation to the allottee for the period during which the permissions/approvals from the relevant local authorities/ Development Authority are being obtained / received.

**29.** The construction of the complex shall be done in various /successive phases. Hence at any instant time, handover of possession in one phase may take place while, construction in another phase may be underway, in which case the allottee if in the previous phase shall not object to the Company continuing construction in other phase elsewhere in the Entire Land. However, the Company shall demarcate, secure and seclude the under construction phase from the constructed phase, as far as may be practically possible.

**30.** All subsequent phases shall be combined together and form part of the Complex situated over Entire Land, such that all the common facilities, services, internal roads, etc. therein shall be mutually shared among all occupants of various phases/project.

**31.** Furthermore, in case the Company subsequently acquires or comes into possession of any land or area in close vicinity of the complex, Company shall have right to construct further block(s)/phase(s) in the newly acquired area/land and to connect to the common areas & facilities and services of the existing phase/complex, without any objection, claim or compensation to the Allottee.

**32.** The Company shall complete the construction and handover possession of Unit to Allottee fully finished as per agreed specifications. The Company will make best efforts to provide quality construction as per generally acceptable standards in the industry. Any quality related issues of Allottees will be referred to independent agency or certified architect appointed by company for the purpose of its resolution.

**33.** In case a particular unit is omitted due to change in the Plan or the Company is unable to hand over the same to the Allottee for any reason, other than due to default of Company, the Company will offer alternate Unit of the same type and in the event of non-acceptability by the Allottee or non-

availability of alternate Unit, the Company shall be responsible to refund only the amount received from the Allottee and will not be liable to pay any damages/ compensation to the Allottee, whatsoever. In case any preferentially located unit ceases to be so located, the Company shall be liable to refund extra charges paid by the Allottee for such preferential location, without any interest or damages or compensation and same shall be adjusted in last installment as per payment plan.

**34.** That the Company shall be responsible for providing internal services within the complex which include laying of roads, water lines, sewer lines, electric lines and landscaping. However, external services like water supply network, sewer, storm water drains, roads, electricity outside the complex which shall be connected to the internal services, are to be provided by Development Authority and/ or local or municipal authority, and this shall be clearly understood by the Allottee(s). If any charges are imposed by Development Authority for the provision of external services as above, same shall be borne and paid by the Allottee in proportion of area of his Unit. In case the Development Authority or local body does not provide the services outside the periphery of Project, the Company may make temporary arrangement in the interest of all allottees. If any charges are imposed by Development Authority for the provision as above, same shall be borne and paid by the Allottee in proportion of Area of his Unit. The delay in providing the above said facility on the part of Development Authority/ local body concerned shall not be considered the delay on the part of the Company.

**35.** The construction of the Unit/Project is subject to force-majeure conditions, and any event or combination of events or circumstances beyond the control of the Company which affects the Company's ability to perform obligations under this allotment, including without limitation, the following:

- a. Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- b. Explosion or accident, air crash, acts of terrorism.
- c. Strikes or lockouts, industrial dispute.
- d. Non-availability of cement, steel or other construction material due to strike of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- e. War and hostilities of war, riots, bandh, act of terrorism or civil commotion.
- f. Promulgation of or amendment in any law, rule or regulation or the issue of any injunction, Court order or direction from any Governmental Authority that prevents or restricts the Company from complying with any or all the terms & conditions as agreed in this allotment; or
- g. Any legislation, order or rule or regulation made or issued by the Government or any other Authority, or any competent Authority refuses, delays, withholds, denies the grant of necessary approvals for the said complex/ said builder or if any matter, issue relating to such approval, permission, notice, notification by the competent Authority become subject matter of any suit/writ before a competent Court, for any reason whatsoever.
- h. Any act or omission of any third party or public, which has adverse effect on the development/progress of the Project.

**36.** In case of non-availability of materials at reasonable cost including those materials mentioned in the specification sheet, the Company shall be entitled to use alternative/substitute materials without any claim or objection from the Allottee.

**37.** After completion of construction of the Unit/ Project, Company shall file application with appropriate authority for granting necessary approvals/ Completion Certificate for the Project. Any delay on account of Authority in issuance of the Completion Certificate shall not be considered as any delay by the Company, and in such circumstances, 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.

#### **E. POSSESSION AND USAGE**

**38.** The physical possession of the Unit and registration of conveyance/sub-lease deed in favour of Allottee shall be done only after receipt of entire sale consideration, other charges as applicable and delay charges and interests, if any.

**39.** The Project completion period agreed upon is only indicative and the Company may offer possession before the due date. That is, construction could be completed prior to the date given in the allotment letter; in that case the Allottee shall not refuse for taking the possession on any ground whatsoever. The date given in the Allotment Letter is an assessment only and construction could be completed earlier to that.

**40.** After completion of construction, the Company shall in writing offer possession of Unit. The Allottee has to take possession of the unit within time prescribed in the written Offer for Possession from the Company failing which the Unit shall lie at the risk and cost of the Allottee. Allottee shall be liable for payment of final payment/last installment and other charges as per his Payment Plan within such time as may be prescribed in letter of Offer for Possession, irrespective that the actual possession is taken later. A „Finishing Period“ of 3 months will commence from the date of “Offer for Possession”. The said Finishing Period is in order to facilitate the Allottee to comply with the requisite formalities viz. obtaining NOC from the accounts department, inspection of flat, registration of Sub-Lease deed etc. The final touch i.e. installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final touch of paint, final finishing etc. will be done during the said Finishing Period after complete payment being paid by the Allottees in respect of apartment.

**41.** If the Allottee fails to take possession after the expiry of timelines so prescribed, he shall be liable to pay Holding Charges, Maintenance Charges and any other fixed charges, at the rates to be intimated by the Company, from the date of expiry of Finishing Period. The Holding Charge of Rs. 5/- per sq. ft. on delay in taking possession shall also be applicable over the Allottee and be payable by the Allottee, if the Allottee does not proceed with the requisite compliance as the letter “Offer for Possession”. This holding/waiting period shall have a limit maximum of 6 months, thereafter the said Allotment may be cancelled at the discretion of the Company and no other claim except to refund of

amount without any interest and as per the terms and condition of the allotment shall be entitled and entertained. Further in case of Bank loan, the bank's due amount will be refunded to the bank and balance amount will be refunded to the Allottee.

**42.** That if there is delay in completion of Project beyond the proposed date of completion due to reasons within the control of the Company, the Company will pay to the Allottee interest@11% on allottee's paid up amount for every completed month of delay, provided that all due installments from the concerned Allottee were received in time.

**43.** There will be defect liability period as per law. The defect liability shall be limited to the defect in construction (i.e. structure). However, air cracks in plaster masonry, wear and tear in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items of fittings & fixtures which are covered under warranty by the manufacturers of those items. However, in the event of recurring problems with the bought out items, the Company shall cooperate with the purchaser/ allottee in resolving out the issue.

**44.** The Conveyance Deed/Sub-Lease deed in favor of Allottee shall be executed by the Company and Development Authority as and when permissible after receipt of total sale price and other charges, agreed herein and other connected expenses/charges, cost of stamp duty, registration fees etc. towards Conveyance Deed, miscellaneous expenses and advocate's legal fees/charges, these fees and charges shall be borne and paid by the Allottee. If the Company incurs any expenditure toward the registration of the unit, the same will be reimbursed by the Allottee to the Company. In case the stamp duty or other charges payable by the Allottee to the Authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the Company, such discount availed by the Allottee shall be reimbursed to the Company prior to registration.

**45.** Until a Sub-lease Deed is executed and registered, the Company shall continue to be owner of the apartment, the Allotment shall not give any ownership right or title or interest therein to the Allottee even though all the payments have been received by the Company. It is further clarified that the Company is not constructing an apartment as a contractor to the Allottee, on the other hand Company is constructing the complex on its own as a Promoter. The Sub-Lease will be effected after the actual construction/finishing of the apartment. The Company shall have first lien and charge over the apartment for all its dues that may/become due and payable by the Allottee to the Company.

**46.** The Allottee may sell the Unit after registration of Conveyance Deed to any other person or persons, only after obtaining prior approval/NOC in writing from the Company. The Allottee shall pay the administrative charges to Company towards the transfer and such other charges as may be demanded by Greater Noida Authority or any other Authority as per tripartite lease deed executed separately with the Authority.

**47.** That the Allottee after taking possession of the Unit shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the Unit or for any non-compliance of designs, specifications, building material or for any reason whatsoever. All right to complaint, if any, shall be deemed to have been waived after taking the possession by the Allottee or his representative.

**48.** The Allottee shall have no ownership rights in the remaining part of the Project/complex, such as, community facilities, park, common areas etc. except the right of ingress and egress and usage as may be prescribed. The right of usage of Project facilities is subject to observance by Allottee of covenants herein and up to date payment of all dues and the Allottee abiding by all the terms and conditions for uses of common areas as may be stipulated by Company or the Maintenance Agency as may be informed by the Company.

**49.** All property related taxes, such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the Allottee from time to time as applicable.

**50.** The Allottee shall abide by all laws, rules and regulations of the Development Authority /Local Authority/State Govt./Govt. 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 the residential purpose only.

**51.** The Allottee shall not use/permit use of apartment for the purpose of which may or likely to cause public nuisance or not permissible under the law. Any type of encroachment/construction in the entire Project/Complex including roads, lobbies, roofs, etc., shall not be allowed to the apartment owners or associations of apartment owners. Allottee shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if occupied by the same party. Any alteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or anywhere in the common areas shall not be permitted. Any type of change inside the apartment which may cause or likely to cause damage to the safety, stability of the structure, shall not be permitted, as there are hidden RCC columns and RCC shear wall supporting whole of the structure, therefore, no change is allowed.

**52.** At the time of handing over the maintenance of the project to the RWA, the items that will be handed over to the RWA, will be all existing lifts, corridors, passages, parks, underground and overhead water tanks, fire fighting equipments with motors rooms, power distribution system with all liabilities, DG sets, security gates with intercom, lift rooms at terrace and other areas falling under the common area. All the unsold spaces and areas which are not falling under the part of common area shall continue to be the property of the Company and all rights are reserved with the Company for the said areas.

**53.** The contents of each apartment alongwith the connected structural part of the building shall be insured by the Allottee at his/her/their own cost against the fire, earthquake etc. The Allottee will pay all charges towards insurance either by him/her/them individually, or through RWA collectively, if so formed for maintenance of the building.

#### **F. MAINTENANCE OF COMPLEX**

**54.** Maintenance of common areas and facilities shall be organized by the Company, by itself or through a separate Maintenance Agency, until the formal handover of common areas and facilities to the duly constituted Resident's Welfare Association formed for the complex by/with the approval of the Company. The Allottee shall deposit one year advance maintenance charges at the time of Offer of Possession along with last and final installment and other charges as applicable.

**55.** The Allottee shall allow the complex maintenance team to have full access to and through his Unit and terrace area for the periodic inspection, maintenance and repair of any common services therein with prior intimation unless except in urgency/emergency when it is not practical to give prior intimation.

**56.** The Allottee of ground floor Units do not have any exclusive right to use the lawn area and do not have any ownership right thereon. Similarly, the Allottee of top floor unit does not have any exclusive right to use the roof and shall not have any ownership right thereon.

**57.** The maintenance of the residential Unit, including all walls and partitions, sewers, drains, pipes, floor, reserved lawn and terrace, if any, and balconies shall be the exclusive responsibility of the Allottee from the date intimated for possession.

**58.** Allottee may undertake minor internal alterations in the unit subject to prior permission from the Company. The Allottee shall not effect any of the following changes/alterations:

- a. Change which may cause damage to the structure (columns, beams, slabs etc.) or any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Allottee will get the same repaired or make good the loss to the satisfaction of the Company.
- b. Change that may affect the facade of the unit (e.g. changes in Windows, tampering with external treatment, changing of wardrobe position, changing the paint color of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
- c. Making encroachments on the common spaces in the complex.
- d. Any change/alteration that violates the rules or bye-laws of the Local Authorities or the Association of Owners(s) or the Maintenance Agency.



- e. To store in the Unit any goods, which are so heavy as to affect the construction or the structure of the Unit or any part thereof.
- f. To do anything in or about the Unit which may tend to cause damage to any flooring or ceiling or any Unit over/ below or adjacent to his Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
- g. Any change/ alteration in the fitting & fixtures in the Unit provided by the Company. Change in fittings & fixtures will lead to termination of warranties included therein
- h. To make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse, anywhere save and except at areas/ places specifically earmarked for the purposes in the Project.

**59.** That single point electric connection will be taken for the complex from the NPCL and the electricity will be distributed through separate meters to the Allottee through pre-paid system. The Allottee will get the electricity connection for the capacity, as opted for him/her/their in the Application and also according to all other Terms & Conditions as per the Electricity Supply Agreement.

**60.** The Allottee can also avail power back-up facility as opted by him/her/them in Application. The Allottee may kindly ensure to have given his/her/their consent in writing at the time of Application/ Allotment as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG set) shall be subject to the prevailing rates of fuel and other input costs. Any request for reducing the electrical and power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) will always be final as opted in Booking Application or at the time of allotment. It is clarified by the Company that the power back-up arrangement like Diesel Generator sets in the complex are proposed to be designed & installed on the basis of diversity factor of 50%. Further the Transformer capacity for NPCL supply in the complex shall be designed for diversity factor of 35%. The Allottee agrees that he /she/they, either singly or in combination with other Allottee(s) in the complex shall not claim that the installed capacity be the cumulative of all power back up load and/or sanctioned load on NPCL supply, as the case may be, by the company to different Allotees.

**61.** The rate of electricity charges will be as per the electricity supply company which includes fixed charges, unit charges and taxes. However, the line losses as assessed and as per norms of regulatory authority and power supply company will be charged extra. Power back-up consumption charges will include the fixed charges (payable even in case of non-usage of power back-up) which will be payable by the Allottee along with the consumed unit charges the rate of which will be decided by the Company on the basis of cost of the inputs like diesel/gas etc. and will increase/decrease along with the cost of these inputs.

## **G. NAME OF PROJECT AND IPRs**

**62.** The Unit shall always be part of the Project known as “STELLAR ONE PHASE-1” and the name of the Project shall never be changed by the Unit Allottee or Association of Allottees/Owners.

**63.** Words/trademarks such as “Stellar ONE”, “Stellar” and other associated marks or group marks are the trademark owned by the Company / Stellar Group and Allottees or Association of Owners shall not use such trademarks except as permitted and to the extent authorized in writing by the Company/Stellar Group.

## **H. TERMINATION/CANCELLATION OF ALLOTMENT**

**64.** In the circumstances enumerated below the Allottee hereby authorizes the Company to cancel the Allotment of the Unit and forfeit 10% of Sale Price which constitutes earnest money together with any interest on installments, interest on delayed payment due or payable and any other amount of a non-refundable nature including brokerage paid by the Company to the brokers in case of booking is done through a broker. The amount, if any, payable/refundable shall, however be refunded to the Allottee/ the financial institution, as the case may, be by the Company without any interest after re-allotment of the Unit to another prospective buyer and after compliance of other formalities by the Allottee.

**65.** Circumstances when Company may revoke/cancel this allotment are as following:

- (a) Failure to make payments within the time as stipulated in the Schedule of Payments as given in **Annexure-B** or failure to pay the stamp duty, legal, registration, any incidental charges;
- (b) Failure to take over the said Apartment by the Allottee for occupation and use within the time stipulated by the Company in its notice;
- (c) Failure to execute the conveyance deed within the time stipulated by the Company in its notice;
- (d) Failure to execute Maintenance Agreement and/or to pay on or before its due date the maintenance charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof;
- (e) Assignment of this Allotment Letter or any interest of the Allottee in this Allotment Letter without prior written consent of the Company;
- (f) Dishonor of any Cheque(s) given by Allottee and failure to provide Demand Draft in lieu thereof, for any reason whatsoever;
- (g) Upon request for cancellation of booking /allotment by the Allottee;
- (l) Any other breach of this Allotment Letter;

**66.** If any discount/ concession has been given by the Company in the Basis Sale Price/ in the payment term to the Allottee then the Allottee hereby authorizes the Company to withdraw such discount/ concession upon default in timely payment and demand/adjust the payment of such discount/ concession amount as a part of sale consideration amount, which the Allottee hereby agrees to pay immediately.

**67.** The Allottee and 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 if a loan is availed. Similarly, in a divorce case or where a dispute arises between the Allottees, booking will continue only after providing consent in writing by both of them and no-objection certificate from the bank concerned. In case of any dispute between the Allottee and co-Allottee, the decision from the competent Court shall be honored by the Company.

**68.** The interest on the delayed payment shall be charged in case of default in payment due to the dispute whatsoever stated above. In all the above said circumstances there will be a time limit of maximum up to two months thereafter the Company can cancel the said booking/ allotment and the 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 Sale Price of the apartment. For the refund in above said cases, as stated above, consent of both Allottees shall be necessary; otherwise the amount shall be refunded in equal share between all the Allottees.

## **I. MISCELLANEOUS**

**69.** The basis of calculating proportionate charges payable by an Allottee will be the proportion of the area of unit of Allottee to area of all units affected by the charge.

**70.** This allotment will be subject to the terms and conditions of sanctioned layout plan, approved building plans and the licenses/ approvals issued by Development Authority or any other authority in respect of the Project/ Complex and also the Lease Deed, which the Allottee shall abide by, at all times.

**71.** The Company alone shall be entitled to obtain the refund of various securities deposited by it during construction of the Project with various Governmental/ Local Authorities for electric, sewer connection or for any other purposes.

**72.** The roof rights of the Project shall remain with the Company unless allotted to any Allottee against consideration. The Allottee shall have no objection if the Company gives on lease or hire any part of the top roof/ terraces above the top floor for installation and operation of antenna, satellite dishes, communication towers or any other purpose.

**73.** The Allottee shall not be entitled to assign his rights conferred by this Allotment Letter in respect of the Unit. The Company may however, at its discretion, after expiry of 24 months from the date of

this Allotment Letter but before handing over possession, permit assignment, on such terms and conditions as it may deem fit, including but not limited to, payment of administrative/ processing charges not exceeding 5% of total consideration for the Unit, clearance of all outstanding/previous dues in respect of the allotment/Unit and payment of atleast 50% of total consideration of Unit. Any change in name (including addition/ deletion) of the Allottee will be deemed as assignment.

**74.** The Allottee shall not use or allow to be used the unit for any non-residential/commercial purpose or any activity that may be unlawful or cause nuisance to the other Allottees in the complex.

**75.** In case Allottee being NRI/Person of Indian Origin resident abroad, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law rules, regulation as may be applicable to purchase of property in India shall be the responsibility of the Allottee.

**76.** The Allottee agrees and undertakes that he shall, on taking possession of the Unit or before, have no right to object to the Company constructing or continuing to construct other buildings adjoining the said residential unit. The Allottee agrees that in case further construction in the complex or the adjacent unit is permitted under law, the Company shall have sole right to undertake and dispose off such construction, without any objection from the Allottee

**77.** In case of joint application, the Company may, at its discretion, without any claim from any person deem correspondence with anyone of the joint Allottees sufficient for its record.

**78.** The terms and conditions contained herein shall be binding on the owner/ tenant/ person occupying the Unit and default of the occupant shall be treated as default of the Allottee, unless the context requires otherwise.

**79.** That the Company is authorized to raise loan by creating mortgage of the entire land/Project/complex from any Bank/ Financial Intermediary and the Allottee will have no objection in this regard. However, the Sub-Lease deed in respect of apartment in favor of Allottee will be executed and registered free from all encumbrances at the time of registration of same.

**80.** The Allottee agrees that the promoter may transfer or assign his rights and liabilities in respect of the Project to a third party with the prior written approval of the Development Authority. Such transfer or assignment shall neither affect the rights of allottee in the unit/flat nor result in extension of time to the intending promoter to complete the project and he shall be required to comply with all the pending obligations of the erstwhile promoter, and in case of default, such intending promoter shall be liable to the consequences of breach or delay, as the case may be, as provided herein or as per law.

**81.** The Allottee agrees and undertakes that he shall, on taking possession of the unit or before, not object to the Company constructing or continuing to construct other buildings adjoining the project or phase. The Allottee agrees that in case of further construction in the complex or the adjacent

project/phase is permitted under law, the Company shall have sole right to undertake and dispose of such construction, without any objection from the Allottee.

**82.** All charges payable to various departments for obtaining service connections to the Unit like electricity, telephone, water, LPG/PNG etc. including security deposits for sanction and release of such connections will be payable by the Allottee.

**83.** Delay or indulgence by the Company in enforcing the terms of this Allotment or any forbearance or giving time to Allottee shall not be construed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Allotment by the Allottee nor shall the same in any manner prejudice the rights of the Company.

**84.** If any provision of this Letter of Allotment is determined to be void or unenforceable under any applicable law/ Court order, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be consistent with the purpose of this Letter of Allotment and to the extent necessary to conform to applicable law and the remaining provisions of this Letter of Allotment shall remain valid and enforceable in accordance with other terms. In no circumstances it shall render this Letter of Allotment void. Further, the terms and conditions contained in the Application Form of Allottee shall continue to be in force and binding on both the parties unless contrary to this Letter of Allotment.

**85.** That the Allottee has got his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his address. The address given in the Application for Allotment of Unit shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the Allottee/s.

**86.** That in case of joint Allottee, all communication shall be sent by the Company to the Allottee whose name appears first and at the address given by him and shall for all purpose be considered as served on all the Allottee and no separate communication shall be necessary to the other named Allottee.

**87.** That all letters, receipts, and/or notices issued by the Company or its nominee and dispatched Under Certificate of Posting/Regd. AD/Speed Post/ Courier Service to the last address known to Company, of the Allottee, shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectually discharge the Company/Nominee.

**88.** That for all intents and purposes singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read

suitably wherever Allottee is a Joint Stock Company, a Firm, any other Body Corporate or Organization or an Association.

**89.** That general terms and conditions of this Allotment Letter may be amended by the Company by issuing revised allotment letter or addendum, as may be necessitated by any change in prevailing laws or government authority requirements or otherwise.

**90.** That if at any stage this document requires to be registered under any law or necessity, the Allottee binds himself and agrees to have the same registered at his cost and expenses and keep the Company fully absolved and indemnified in this connection.

**91.** Allottee shall sign revised Allotment Letter/ Addendum or Agreement to Sell as may be required by Company for compliance under Real Estate (Regulation and Development) Act, 2016.

## **J. DISPUTE RESOLUTION**

**92.** That the terms and conditions contained herein above shall be interpreted in a manner so as to cover the laws and rules prevalent in India and conform to Public Policy and/or Fair Trade Practices.

**93.** That the rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India.

**94.** That all or any disputes arising out of or touching upon or in relation to the terms of this Allotment Letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion.

**95.** That the Courts at Gautam Budh Nagar and High Court at Allahabad shall have requisite jurisdiction in all matters.

For and on behalf of Developer  
**STELLAR SPRING PROJECTS PVT.LTD**

**(Authorized Signatory)**

### **Acknowledgement**

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

.....  
Signature of: Allottee

.....  
Co - Allottee