

# WHITE OUSE

A Project of National Education Foundation

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## Allotment Letter

A TIMELESS BLEND OF ELEGACY AND AESTHETICS

# WHITE HOUSE

A Project of Vocational Education Foundation  
(A Society registered under Societies Act, 1860)

To:

Date.....

Mr. / Mrs. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject: Allotment of Residential apartment in the Group Housing Project known as "White House Apartments", Plot Number 8, Sector-Pi, Greater Noida, Gautam Budh Nagar, U. P.

Ref: Applicant ID: \_\_\_\_\_

Dear Sir / Madam,

This has reference to your application dated \_\_\_\_\_ ("Application") for allotment of an apartment in the Group Housing Project "White House Apartments" situated at plot Number 8, Sector-Pi, Greater Noida, Gautam Budh Nagar, UP ("Project")

We are pleased to inform you that your Application has been accepted by us and we hereby allot you the following Apartment on the terms and conditions contained in the *Schedule-I* hereto.

Apartment No.	Floor	Tower	Super Area (Approx. Sq. ft.)	Total Consideration *(Rs.)

\* As per Annexure A (Payment Plan)

Signature of Flat Allottee(s)



# WHITE HOUSE

You may please note that allotment is subject to the execution of any further Agreement, if required. The Allottee(s) would be required to comply with terms & conditions as mentioned in the Application Form and Letter of Allotment and undertake the payment of balance sale consideration and other applicable costs, expenses, dues, charges etc. as demanded from time to time in accordance with the schedule of payment/payment plan (Annexure-A) opted by you as specified under your Application.

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Please note that this allotment is liable to be cancelled and/or withdrawn, in the event of any breach of the terms and conditions of this allotment and/or any delay, default or non-payment of the installments as per the payment plan opted by you in terms of the Application, at our sole discretion. Further in the event of any such termination, cancellation or withdrawal of the allotment, we shall be entitled to make applicable deduction and retain the same from any refund of the amounts paid by the Allottee towards the allotment, under the Terms and Conditions of allotment.

Thanking You

Yours Faithfully,

For Vocational Education Foundation

[Authorised Signatory]

Accepted (Allottee)

# SCHEDULE-I

## Terms and Conditions of Allotment (the "Allotment") of an Apartment in 'White House Apartments' (the "Apartment") Sector PI, Greater Noida, Gautam Budh Nagar, U.P.

### White House Apartments

1. The "White House Apartments" is a Residential Group Housing Project (the "Housing Project") being developed on a plot of land numbered 8, Sector PI, Greater Noida, Distt. Gautam Budh Nagar, U.P. admeasuring approximately 9731 Sq. Mtrs. (hereinafter referred to as the "Plot"). The said Plot has been allotted by Greater Noida Industrial Development Authority ("GNIDA") for development of the Housing Project to Vocational Education Foundation (Hereinafter referred to as "Society"). The lease deed for demise of the said Plot to the Society (the "Lease Deed") has been executed by and between GNIDA and the Society on 6.12.2007 for the purpose of the development of a group housing project and undertake allotment of the apartments in the Housing Project. Terms and conditions of the said allotment by GNIDA shall be applicable mutatis mutandis to the allottees.

2. Pursuant to the application made by the Allottee(s), the Allottee(s) has been selected for the allotment of the apartment. This Allotment to the Allottee(s) is subject to the compliance by the Allottee(s) with the terms & conditions, restrictions and limitations contained in the brochure and the Lease Deed Executed by GNIDA in favour of the Society, Sub Lease Deed, by and between the Allottee(s), Society and GNIDA, which shall be executed, upon the Society issuing a notice to the Allottee(s) requiring the Allottee(s) to execute the same, and all laws, notifications and rules as may be Applicable inter alia to the Apartment and/or to the Plot, including any amendment or variation thereof further including any price rise by such authority in future too.

The Allottee(s) has read and understood, and hereby agrees to abide by all such terms & conditions, restrictions and limitations etc.

3. The Allottee(s) has undertaken all necessary care with due diligence and made all enquiries regarding the Plot and the Apartment, with respect to the title of the Society and has seen, perused and examined the relevant documents / papers in relation to the same and is fully satisfied that the title of the Society to the said Plot of land is marketable and that it has right and authority to develop and construct a group housing residential complex on the basis of said Lease Deed.

4. The Allottee(s) shall pay to the Society the total cost of the Apartment, as specified under the allotment letter alongwith such other cost, which GNIDA/Govt imposes additionally, (the "Consideration") in accordance with the payment plan opted by the Allottee(s) forming part of the allotment letter and annexed thereto as Annexure-A (the "Payment Plan"). All sums due and payable by the Allottee(s) to the Society, in relation to the Apartment shall be paid on the due dates [specified under the payment Plan] into "VEF A/c White House Apartments" or such account as may be specified by the Society from time to time.

In case the Allottee(s) wants to shift from one payment scheme to another, the Society, may or may not permit it, at its sole and absolute discretion, and in case permission is granted, it may impose such conditions as it may think fit.

The timely payment by the Allottee(s) of all the Consideration as per the Payment Plan is the essence of this allotment, and the Allottee(s) shall strictly adhere and make payment as per the Payment Plan and further that the society is under no obligation to send reminders for any payments due to it from Allottee(s). In the event of any delay in payment by the Allottee(s), the Allottee(s) shall pay interest @18% p.a. from the due date (under the payment Plan) in relation to all such outstanding amount/ payments. Further, all payments received will be first adjusted towards applicable interest and other dues, if any, and thereafter towards the installments, as due under the Payment Plan, and no payment may be taken by or on behalf of the Society, after due date without the payment of the applicable interest.

5. Not with standing the above, where any part of the payment towards the Consideration for the Apartment, is not received by the Society within 3 months of the due date set out under the payment plan opted by the Allottee(s) then the Society shall be entitled to cancel this Allotment, and retain the Earnest Money (as hereinafter defined) from amounts paid by the Allottee(s) to the Society. Pursuant to such cancellation/withdrawal of Allotment, the Allottee(s) shall have no right, title, lien, claims or demands whatsoever against the apartment.

In such event (i.e. where the Allotment has been cancelled/ withdrawn by the Society), the Society shall return to the Allottee(s) all amounts paid so far by the Allottee(s)

towards the Consideration, after the deduction and retention of the Earnest Money and all costs, expenses, taxes and service charges as may be specified by the Society within a period of 90 days from the date of such cancellation/withdrawal, without any interest being due from the Society to the Allottee(s) thereon.

6. All charges, development levies, property taxes, cesses, fees and any other sums payable ("Taxes") to or demanded by the applicable municipal authorities, GNIDA, any local authority or Governmental agency ("Governmental Authority") in respect of the Plot, shall be borne by the allottee(s) in proportion to the super area of the Apartment and shall be payable immediately on demand before the title in respect of the Apartment is transferred by the Society in favour of the Allottee(s).
7. a) Subject to force majeure, Allottee(s) making timely payment of sale consideration, extra charges registration charges and all other charges, if any the Society shall endeavor to complete the construction of the Apartment within 36 (thirty six) months from the date of the allotment and handover the possession of the flat to the Allottee(s) on completion of necessary formalities as may be required.

No claim whatsoever by way of damages/compensation shall lie against the Society in case of delay in handing over the possession on account of any of the reasons stipulated in 7(a) above and time for the delivery of possession of said apartment to the Allottee(s) shall stand extended corresponding to the delay. It is however, understood between the Parties that various towers/structures/amenities/facilities etc. comprised in the Housing project shall be completed in phases.

- b) Subject to the Allottee(s) having complied with its obligations under Allotment, including but not limited to timely payment of the agreed purchase consideration and other charges payable as per the payment Plan opted by the Allottee(s), in the event of any willful delay in construction of the Apartment attributable solely to the Society, delay charges after 6 month from the date of schedule date of completion would be payable by the society to the Allottee(s) in the manner and to the extent specified herein below:

Period of Delay (Month)	Penalty per Month (Rs. Per Sq. Ft.)
1-3	5.00
4-6	7.50
07 onwards	10.00

It is hereby clarified that the said delay charges shall be payable subject to a demand being made by the Allottee(s) for the same, and be calculated from the date of the said demand till the date where possession of the Apartment is offered to the Allottee(s).

Provided specifically that, the Society shall be entitled (without the payment of any delay charges) not to offer possession of the apartment, to the allottee(s), till all amounts due and payable by the Allottee(s) to the Society, as of such date (including all default interest specified under Para 4 above), have been paid by the allottee(s).

- c) The Apartment Buyer shall take possession of the Apartment within 30 days from the date of issue of offer to take possession, failing which he shall be liable to pay holding charges @ Rs. 5.00/- per sq. ft. per month.
- d) In the event of the Allottee(s) failing to take Possession for any reasons whatsoever, the Allottee(s) shall be deemed to have taken the possession of the apartment on expiry of 30 days of offer of possession being made by the Society to the Allottee(s), and the allottee(s) shall be liable for the payment of maintenance charges or any other taxes, levies, outflows leviable or applicable in relation to the Apartment. Further, the society shall not be responsible for any loss or damage to the finishes, fittings and fixtures in the Apartment on account of the Allottee(s) not taking possessing of the Apartment as specified herein above.
- e) After the unit has been fully and finally constructed at the site, the Housing Project completed and the entire sale consideration, other charges and dues as per plan have been paid to the Society the sub-lease/sale deed will be executed and registered in favour of the Allottee(s) by the Society and GNIDA in accordance with rules and regulations and by-laws of GNIDA and all costs, expenses, stamp duty, registration charges and advocate's fee etc. shall be borne by the allottees.

f) The Allottee(s) shall duly sign the allotment letter and also execute the sub-lease cum Sale deed thereafter with regard to the allotment of the said apartment as and when required to do so by Society and GNIDA and not with standing anything. In case the Allottee(s) fails or neglects to execute the sub-lease cum sale deed within 30 days from the date of information received from the Society to execute the sub-lease cum sale deed the Society will have the option to cancel the allotment without any further notice to the Allottee(s) and shall refund the amount without interest received from the Allottee(s) after deducting 10% of the total cost of unit.

g) The Allottee(s) shall, after taking possession or deemed possession of the said Apartment, as the case may be, or at any time thereafter, have no objection in the Society undertaking construction of or continuing with the construction of the Housing Project or other building(s) adjoining the Apartment sold to the Allottee(s).

h) The Allottee(s) agrees and acknowledges that upon taking possession of the Apartment as provided herein, the Allottee(s), shall have no claim against the Society as to any item of work, materials, installations, designs and specifications etc. in the said apartment or any other ground whatsoever and the Allottee(s) waives all rights and claims in relation to the same.

8. Not withstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable area of the said Apartment on account of structural design of the complex/towers in the Housing Project, it is clarified that it is only the interior space in the Apartment that has been agreed to be sold and the inclusion of the common areas in the computation of the saleable area does not give any proprietary interest therein to the Allottee(s).

9. At any time prior to the execution of the Sub Lease, the Allottee(s) may nominate a third party and may get the name of his nominee substituted in his place, subject to the prior approval of the Society and on clearing all dues till that date to the Society, the Society may at its sole discretion, permit such substitution/nomination on such conditions as it may deem fit and proper and in accordance with the guidelines issued by GNIDA, if any, in this regard.

10. Save and with the sole exception of the interior spaces of the Apartment allotted to the Allottee(s), the Allottee(s) shall have no proprietary title or interest over any common area, such as lawns, lobbies, staircase, lifts and corridors (the "Common Area") provided that the Allottee(s), shall subject to the payment to the Society of all of maintenance charges, have easementary rights of use of the common area.

However, all such Common Areas and facilities shall remain the property of the Society, which shall be responsible for the maintenance and upkeep of the Common Area till such time as the same is transferred/ assigned to any other or association or society of residents of the Housing Project in accordance with the provisions of U.P. Apartment Ownership Act, 1975 or any other law applicable to the Housing Project.

Provided further that any club, swimming pool, open spaces, parking spaces except to the extent the parking space that are transferred to anybody or association or society of residents, public amenities, business lounges, shopping centre, if any, and all other such facilities shall not be transferred to such body or association or society and shall remain in the sole ownership of the Society.

The aforesaid consideration is for the total area of the flat as mentioned above. It is admitted, acknowledged & agreed and so recurred by and between the parties that the club, open spaces, parks, parking (excluding what has been allotted to the Allottee(s) by the letter), toilet, public amenities, other facilities will be the sole ownership of the Society. The Society shall have the authority to charge for any such facility or dispose of the same to any agency or individual as the case may be on any terms as the Society would feel fit.

11. After completion of the structures, each tower/building forming a part of the Housing Project shall be insured against fire and other hazards by the Society or the designated maintenance agency on behalf of the Allottee(s). However, the contents of each Apartment may be insured by the Allottee(s) at his own cost.

All applicable insurance charges, including inter alia the premium payable by the Society, or the maintenance Agency for the Housing Project, for the insurance of towers/buildings forming a part of the Housing Project shall be payable (separately on demand) in advance by the Allottee(s), in proportion to the super area of Apartment purchased by the Allottee(s).

12. The Allottee(s) shall not do or permit any person to do the following acts.

- To store in the Apartment any goods, which may be of combustible nature or which are so heavy as to affect the construction or the structure of the Apartment or any part thereof.
- To do anything or in about the said Apartment which may lead to cause damage to any flooring or ceiling or any Apartment over / below or adjacent to the Apartment/Allottee(s) or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
- To demolish the Apartment or any part thereof to make any additions or alterations of whatever nature to the said Apartment or any part thereof.
- To close or in any manner obstruct or restrict the use of the ground space, corridors or lounges or balconies or common passages or common corridors or any other common areas if a particular floor / floors are occupied by the same Allottee(s).

It is clarified further that the Allottee(s) of any tower/ building of the Housing Project shall not have any right over the lawns/terrace of top floor or any open space close to his apartment.

- To make any alterations in any elevations and outside colour scheme of the exposed wall of the verandah, lounge or any external wall, or both the faces of external doors and window of the Apartment to be acquired by him which in the opinion of the Society differ from the colour scheme of the tower/buildings of the Housing Project.
- To put up any name or signboard, publicity or advertisement material, except name plate outside the allotted Apartment or anywhere in the common areas without prior (written) permission of the Society.
- To make noise pollution by use of loudspeaker or otherwise and / or throw or accumulate rubbish, dust, rages, garbage or refuse, anywhere save and except at areas / places specifically earmarked for the purposes in the Housing Project, hanging of clothes on external facade of the building or anywhere on the exterior of the building or on the common area.

13. The Allottee(s) shall pay on demand taxes of all and any kind whatsoever, be it House tax/Property tax, Lease Rent Water tax, Sewer tax, Wealth tax, Service tax, Cesses, Levies, Sale tax, Trade tax, Metro cess, Labour cess, Vat

and taxes of all and any kind whatsoever name called and development charges of the land of the residential complex and other charges whether levied now or leviable in future on the land or building(s) as the case may be, from the date of allotment of Apartment and so long as each Apartment is not separately assessed for such taxes for the land and/or building(s), the same shall be payable and be paid by the Allottee(s) in proportion to the super area of the Apartment allotted to such Allottee(s). Such apportionment shall be made by the Society, or the maintenance agency designated by the Society, as the case may be and the assessment and apportionment of the same shall be conclusive, final and binding upon the Allottee(s).

- The said Housing Project shall always be known as "White House Apartments" and the same shall not be changed by any association or society of the apartment owners or any other person(s). Further, at all times, the name of the Housing Project and the name of Vocational Education Foundation shall always be displayed at a prominent place in the Housing Project. The copy right/ trade mark / property mark and all intellectual property (including the words the Society), (whether registered or not) shall always remain and vest with the Vocational Education Foundation and no person, including but not limited to the associations/society shall have any claim or right of any nature whatsoever on the said intellectual property.
- The Society - covenants with the Allottee(s) that on the Allottee(s) paying the dues and performing the terms of this Allotment and stipulations herein contained, he shall peacefully hold and enjoy the said Apartment without any interruption by any person rightfully claiming under or in trust for the Society.
- Any failure of the society in enforcing the terms of this allotment or any forbearance or giving of the time of allottee(s) shall not be construed as a waiver on the part of the society of any breach of non compliance of any of the terms and condition of this allotment by the allottee(s) nor shall be same in any manner prejudice the rights of the society.
- It is clarified that the cost of the individual electric, water, sewer connection charges, provision for firefighting equipment, power backup and charges for operation of generator sets, club membership/usage of club facilities, IFMS, lease rent, basement store, open and covered car parking charges etc are not included in the basic sale price and will be chargeable extra as per payment Schedule.

18. The amount (including the basic charges and the other charges) specified under the Payment Plan, are being calculated, charged and are to be paid by the Allottee(s) based on the present/proposed super area of the Apartment as specified in this allotment letter. Provided that in the event of any increase/decrease in the super area of the Apartment the total consideration of the Apartment shall be subject to revision by VEF and shall be payable and/or adjustable from the price at which the Apartment has been booked for allotment by the Allottee(s).

It is hereby clarified that except to the extent specified herein and subject to force majeure, the basic price of the Apartment is firm, and not subject to variation.

19. The Allottee(s) shall prior to taking over possession of the apartment also enter into and execute a separate agreement (the "Maintenance Agreement") for upkeep and Maintenance of the common areas and services and facilities in the complex (as specified in the said agreement) with such entities as may be specified by the Society.

20. The Allottee(s) shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Apartment) in the Complex as determined by the Society or its nominated agency (as may be specified under the Maintenance Agreement).

21. The layout plan of the entire Housing Project as drawn by the Society is tentative and is subject to change, if deemed necessary by the Society or as may be required by any Government/Authority from time to time.

The Society, shall, including where so required by any Government Authority, be entitled at its sole discretion to make suitable alteration in the layout plan, including inter alia towards a change in the area of the Apartment, any floor, building, tower, the number of apartments in the Housing Project, the location and increase/decrease in the number of car parking slots in the Housing Project or allotted to the Allottee(s). In regard to all such changes deemed necessary by VEF and/or its architects, the opinion of the Society and/or the Society's architects shall be final and binding on the Allottee(s).

Further, in the event that there is any increase/decrease in the super area of the Apartment or an Apartment becomes preferentially located as a result of alteration of the layout plan for the Housing Project, the revised price and/or preferential locations charges shall be payable/adjusted in respect of the Apartment at the original price at which the Apartment has been applied for by the Allottee and booked for allotment by the society.

22. The Society in addition to and apart from basic price of the Apartment shall be entitled to determine and charge from the Allottee(s) preferential location charges ("PLC") for such apartments in the Housing Project (as may be specified by the Society) and where the allottee(s) opts to book and apply for allotment of any such apartment, the Allottee(s) shall be required to also pay all such applicable charges towards PLC.

23. Out of the payments made by the Allottee(s), a sum equivalent to 10% (ten percent) of the total consideration in respect of the Apartment shall be deemed to be the earnest money (the "Earnest money").

The Allottee(s) agrees and acknowledges that the Earnest Money shall at all times be a non-refundable deposit and constitutes a genuine pre-estimate of the damage accruing to the Society, in the event of the failure of the Allottee(s) to comply with its obligation under this Allotment.

24. The Allottee(s) shall together with the allotment of the Apartment, be also provided the right to use one car parking space (in the stilt/basement of the Housing Project) on an exclusive basis, subject to the payment of requisite amount as per Payment Plan by the Allottee(s) for such parking. Such parking will be available on the first come first serve basis. Scooter/Two wheeler/Cycle will be parked within the same parking space allotted to the Allottee(s). Purchase of one car parking per Apartment is mandatory.

The Allottee(s) shall not have any ownership rights over the said parking and further that the right of use for the said car parking shall attach to the Apartment and be stand automatically transferred along with the transfer of the Apartment (to the transferee of the Apartment). The said car parking shall be used exclusively for parking purposes of his own parking. This space shall neither be used for commercial purposes nor for any kind of storage etc.

25. Allottee(s) may at his option raise finances or a loan for purpose of the Apartment, including through mortgage of the Apartment (subject to the terms of the Lease Deed, including inter alia obtaining of the no-objection certificate from the Society).

Provided however, it shall remain the sole responsibility of the Allottee(s) to ensure sanction of the loan and disbursement of the same as per the Payment plan opted for by the Allottee(s). In the event of any default or delay in making of applicable payments to the society including inter alia where the same is attributable to any non-disbursement, rejection or delay in the loan taken by

the Allottee(s), the society shall be entitled to take recourse to all remedies available to it including termination of the allotment.

Notwithstanding, anything contained in this allotment, the Society shall be entitled to raise loans from financial institutions and banks, in relation to the Housing Project and further, that for the purposes of such loans, the Society shall be entitled to encumber the Housing Project together with all Apartments, therein, including inter alia by way of creation of mortgages, charges, liens etc. Provided however, that save for and subject to any liens, mortgages, charges or any other encumbrances created by (or for benefit of) the Allottee(s), the Apartment shall be delivered to the Allottee(s) free of all charges and circumstances as on date of the execution of the sub Lease Deed.

26. The Allottee(s) agrees and acknowledges that in the event VEF is unable to allot the apartment applied for the Society, shall only be required to consider allotment of an alternative Apartment or refund the amount deposited by the Allottee(s) along with simple interest @ 10% (10 percent) per annum and shall not be liable for any other damage / compensation on account of such inability (on the part of the Society) to provide the apartment applied for by the Allottee(s).
27. The Allottee(s) shall be required to provide and register their complete residential address with the Society, at the time of booking. Further, it shall be the sole responsibility of the Allottee(s) to inform the society of all subsequent changes in his/her address, through the means of registered letter, failing which all deemed notice and letter posted at the earlier registered address shall be deemed to have been received by the Allottee(s) at the time when those should ordinarily reach the address specified by the Allottee(s) at the time of the booking for the apartment. It is hereby clarified that at no time shall be society be required to undertake any enquiry in relation to the veracity of any address provided by the Allottee(s) and further that the Allottee(s) shall be responsible for any default or failure on its part and consequences thereof.
28. The Society shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right over the Allotment of the said Apartment allotted herein. In case the allottee, under any law of land, needs to take permission from Government or any department of Government, he shall obtain those permissions well before expiry of allotment and if any such permission(s)/approval(s) is ever refused or subsequently found to be inconsistent with the statutory requirement, the amount paid towards Allotment will be refunded by the Society

after retaining the earnest money without any interest and the Allotment shall stand cancelled forthwith. The Allottee(s) agrees that the Society will not be liable in any manner whatsoever in this regard.

29. The specification for the unit as shown in the specification sheet to this Allotment letter are provisional and indicative only. In case the Society on its own provides additional/equivalent specifications and/or facilities other than those mentioned in the specification sheet or sale brochures or publicity material due to technical reasons including non-availability of certain materials 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 charges will be borne by the allottee(s), and the allottee(s) agrees to that.
30. The sale price and other charges of the apartment payable by the allottee(s) are on the basis of "Super Area". The term "super Area" shall mean and include the covered area, verandah and balcony (including utility balconies), inclusive of the areas under periphery walls, area under the columns and walls, area utilized for services, viz staircase, decks, cupboards, lofts, circulation area with corridors, passages and staircases, lifts, shafts (electric, fire, plumbing) services ledges on all floors, stair houses and machine rooms, lobbies and refuge areas, shared areas of walls common with other premise/apartments, which shall form integral part of the said apartment and common area shall mean all such part areas which the Allottee(s) shall use by sharing with other occupants. However, the allottee(s) has fully understood that what in fact is intended to be conveyed is the builtup area of the flat and the builtup area and super area are indicative and are subject to change till completion of project and if there is a change in builtup area or super area the price would be charged on the basis of super area as agreed herein.
31. Request for any change in construction of any type in the apartment from the Allottee(s) will not be entertained/allowed.
32. The Allottee(s) agrees and undertakes that he/she shall not at any time before or after possession of said flat have any right to object to the Society/Contractor constructing or continuing the development and/or carrying out the construction of other building(s)/structures in the "White House Apartments".
33. The Society shall not pay any damages / compensation to the allottee(s) in case of the failure of the service which are technical in nature.

34. The Allottee(s) shall permit the Society or its nominated agency or their representatives when so required to enter his/her/their Apartment for the purpose of performing installations, alteration, or repairs to the mechanical or electrical services, and that such entry is at a time convenient to the Society/intending Allottee(s). In case of an emergency, such right of entry shall be immediate.

35. The Allottee(s) shall have to make the payments in time of all the bills on account of electricity and any other charges etc. as consumed by them to the vendor or its nominated agency.

36. The Society reserves the right to give on lease or hire any part of the top roof/terrace above the top floor unless reserved specifically, for installations and operation of antenna satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee(s) agree that he/she/they will not object to the same and will not make any claim on this account.

37. Until a Sale deed is executed and registered, the Society shall continue to be the owner of said apartment and also the construction thereon and this allotment shall not give to the allottee(s) any right or title or interests therein even though all payment have been received by the Society. The Society/ financial institution/bank shall have the first lien and charge on the said apartment (Including on any Income/rent there from) for all its dues and other sum as are and/or that may hereafter become due and payable by the allottee(s) to the society / financial institution/bank.

38. The Allottee(s) shall abide by all laws, rules and regulations of the GNIDA/Local bodies/State Govt. of U.P./Central Government and of the proposed Body corporate, and shall be responsible for all deviations, violations or breach of any of the conditions of law/by laws or rules and regulations before the completion of the Residential Complex. The Apartment shall be used for residential purposes only and he shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to Allottee(s) or other Apartment in the Residential Complex or to crowd the passage to use it for any illegal or immoral purpose. The Allottee(s) shall not store any hazardous or polluting articles/substances in the said apartment.

39. As per the layout plan it is envisaged that the apartments on all floors shall be sold as an independent apartment with imparable and undivided share in the land area underneath the flat on lease hold basis. The allottee(s) shall not be permitted to construct anything on the terrace. However, the Society shall have the right to explore the terrace in case of any change in F.A.R. carry out construction of further apartment in the eventuality of such change in the F.A.R. However if as a result thereof, there are any changes in the boundaries of areas in the said apartment, the same shall be valid and binding on the allottee(s).

40. The Allottee(s) acknowledges that on his/her/its demand the society has readily provided all the information, clarification etc. including inspection of the ownership record of the Land, various approvals granted by government site plans and all other documents relating to the rights and title of society to develope said project including the flat's subject matter of present allotment as required by him/her/them and the Allottee(s) has relied solely on his/her/its own judgement and investigation while deciding to execute this Allotment. No other oral or written representation or statement made by or on behalf of the Society shall be considered to be part of this allotment.

41. If for any reason whatsoever, the permission to establish White House Apartments or any part of it granted to the Society is/are stayed or cancelled by any Court/Authority, then the Society shall challenge its validity and efficacy before the competent authority (ies)/Court and in such an event, during pendency of such proceedings and until their final determination, the money (ies) paid by the Allottee/s of this Allotment shall continue to remain with the Society, and the Allottee(s) shall not claim specific performance of the terms & conditions of this Allotment until the cancellation or the court order becoming final. In case the final order is against the society, the Society shall only be liable to refund the amounts paid by the Allottee(s) (without any interest) after deducting statutory charges paid by the society and also amounts paid by the Allottee(s) on account of his/her/its own default e.g. interest/charges on delayed payment etc.

42. All charges payable to various departments for obtaining service connections to the residential units like electricity, telephone, water etc. including security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the allottee(s).

43. All disputes or disagreements arising out of or in connection with or in relation to this allotment shall be mutually discussed and settled between the Parties and on failure of the same it will be referred to arbitration as provided hereinafter.

44. In the event of any dispute whatsoever arising between the parties in any way connected with the Residential Complex/apartment the same shall be referred to the sole arbitration of a person to be appointed by the "Society". The Allottee(s) hereby confirm that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all parties. The arbitration proceedings shall always be held in Noida

(U.P.) India. The arbitration and conciliation Act, 1996 or any statutory amendment/modification shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the courts subordinates to it at District Gautam Budh Nagar shall have jurisdiction in all matters arising out of touching and/or concerning of said apartment/Residential Complex.

45. The Society and Allottee(s) both agree that all payments (including towards interest) towards, losses, delays and under this Allotment shall be a genuine pre-estimate of the damages or losses likely to occur.

46. The Allottee(s) agree and acknowledge that the terms and conditions as set forth hereinabove in this Allotment may be altered or varied at any time as deemed fit and proper in the circumstance of the case and the decision of the Society will be final. Further, notwithstanding any thing contained herein, the Society reserves the right to suitably amend the terms and conditions as specified herein, where deemed so necessary.

#### Force majeure and other Contingencies:

"Force Majeure" means any events combination of events or circumstances beyond the reasonable control of the Society 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 Society ability to perform including to the following:

- a. Act of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- b. Explosions or accidents, air crashes, an act of terrorist
- c. War and hostilities of war, riots, bandh, act of terrorism or civil commotion.

Signature of Flat Allottee(s)

Witnesses :

1. Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# WHITE HOUSE

A Project of Vocational Education Foundation

(A Society registered under Section 20 of the 1961 Act)

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