

To

Name:

Contact No:

Address:

Sub: Allotment of Apartment in "**CASA ROMANA**" at **Sector-22, Dharuhera**

Dear Sir/Madam

We are pleased to inform you that pursuant to your application for allotment of an Apartment in our project "**CASA ROMANA**" situated at **Sector-22, Dharuhera, Haryana** the Apartment allotted to you under the payment plan opted by you is as per details given below: -

Apartment No :
Floor :
Tower No :
Super Area (Approx.) :
Carpet Area (Approx.) :
Type : 2BHK 2BHK+Study 3BHK 3BHK+Utility EWS
Payment Plan : Construction/ Installment Linked Possession Linked

The above allotment is subject to all further payments to be made by you as per the payment schedule of the Company.

The terms & conditions of the allotment are mentioned overleaf.

Yours Truly,

For **Dwarkadhis Projects Pvt. Ltd.**

Receiver Sign.....

Name.....

(Authorized Signatory

TERMS & CONDITIONS OF ALLOTMENT OF APARTMENT/SHOPS IN THE RESIDENTIAL GROUP HOUSING COLONY "CASAROMANA" AT SECTOR-22, DHARUHERA, DISTT. REWARI, HARYANA.

IMPORTANT INSTRUCTIONS TO THE ALLOTTEE PLEASE READ CAREFULLY:

1. This allotment is subject to due execution of Two (2) sets of the Agreement to sell in the standard format of the Developer for the Apartment / Shop to be purchased. The Agreement to sell sets forth in detail, the terms and conditions of sale with respect to the Said Apartment /Shop.
2. The Allottee(s) shall execute and deliver to the Developer, within thirty (30) days from the date of dispatch of the Agreement to sell by the Developer through Registered Post (AD)/Hand Delivery), both the copies of the Agreement to sell. If the Allottee(s) fails to execute and deliver to the Developer the Agreement within thirty (30) days from the date of its dispatch by the Developer through Registered Post (AD)/Hand Delivery), then the Provisional Allotment herein made shall be stand cancelled and the earnest money of 20% of the total cost paid or payable by the Allottee(s) for the purchase of Apartment / Shop shall stand forfeited and in that event the Allottee(s) shall be left with no right, title or interest whatsoever in the Said Apartment / Shop and the Allottee(s) shall only be entitled for refund of balance amount, if any, without any interest or compensation whatsoever only upon realization of money from resale/re-allotment of the Apartment to any other party. Upon such termination neither party shall have any further rights, obligations or liabilities against the other.
3. The Agreement to sell shall not be binding on the Developer until executed by the Developer through its authorized signatory. The Developer will have the option, in its sole discretion, to either accept or reject the signed Agreement to sell within 30 days after receiving the Agreement to sell from the Allottee(s). If the Developer decides to accept the Agreement to sell, then a signed copy of the Agreement to sell will be returned to the Allottee(s) for his reference and record, and the other copy shall be retained by the Developer. It is agreed and understood by the Allottee(s) that in the event the Developer invites/dispatch the Agreement to sell to the Allottee(s) for its execution and the Allottee(s) fails to execute the same within the stipulated period, in such case it shall be deemed that the Agreement to sell have been duly executed and all the terms and conditions of the Agreement to sell shall be applicable to the Apartment allotted to the Allottee(s) and the Allottee(s) shall be bound to the terms of the Agreement to sell.
4. The Allottee(s) shall provide to the Developer on request, information related to identification, financial and other information as it may be required related to the Allottee(s). The Developer reserves its right to reject or refuse to enter into Agreement to sell without assigning any reasons thereof if it is found that the Allottee(s) has made any corrections / cancellations / alterations / modifications / deletions therein in which case the decision of the Developer shall be final and binding on the Allottee(s).
5. TITLE: The Developer have already got License No. 13 dated 18.03.2013 from the DGTCP, Haryana, Chandigarh for construction and development of Residential Group Housing Colony "Casa Romani" at Sector-22, Dharuhera, Distt. Rewari, Haryana, on the land more particularly defined in the Application Form.
6. LAYOUT PLANS: The zoning plan of the Project has already been approved by DGTCP, Haryana, vide memo bearing 36698 dated 19.03.2013. The layout plans of the Project have also been approved by Town and Country Planning Department, Haryana, Chandigarh vide memo bearing No. No.15199 dated 14.07.2014. The Allottee(s) understands and agrees that the Developer may in its sole discretion carry out additions, alterations, deletions and modifications in the building plans, floor plans, Apartment / Shop plans, change in specifications/ location, etc., including the number of Apartment / Shops/ floors/ towers as the Developer may consider necessary either under direction of any competent authority while sanctioning the building/ layout plans or by the architect at any time/ stage thereafter till the grant of an Occupation Certificate and the Allottee(s) hereby authorize the Developer for such additions, alterations, deletions and modifications in the building plans, floor plans, Apartment / Shop plans, change in specifications/ location, etc., including the number of Apartment / Shops/ floors/towers.
7. The Allottee(s) resident outside India shall be solely responsible to comply with the necessary formalities, as laid down in (a) Foreign Exchange Management Act, 1999 and the Regulations made there under.
8. FINANCIAL TERMS: That the Allottee shall make all payments through Demand Draft/ Cheques drawn in favour of "Dwarkanadhis Projects Pvt. Ltd." Payable at New Delhi / Delhi only.
9. PREFERENTIAL LOCATION CHARGES: The Allottee(s) has agreed to pay Preferential Location Charges (PLC) for a preferential location as mentioned hereinabove. However, the Allottee(s) has also agreed that if due to a change in the layout / building plan, the said Apartment/Shop ceases to be in a preferential location, the Developer shall be liable to refund the amount of Preferential Location Charges paid by the Allottee(s) without interest and such refund may be made/adjusted in the installment(s) as stated in the Agreement to sell. If due to any change in the layout / building plan, the Said Apartment

/ Shop becomes additionally preferentially located; then the Applicant agrees to pay the Additional PLC to the Developer on demand.

10. GENERAL CONDITION: That the Allottee(s) shall abide by all laws, rules and regulations as may be made applicable from time to time in respect of the Apartment / Shop. The Allottee(s) shall execute and register the Sale Deed at his/her costs, as and when required by the Developer.
11. ADJUSTMENT: The Allottee(s) hereby agrees and authorizes the Developer to adjust/ appropriate all payments made by the Allottee(s) under any head(s) against any outstanding heads in the name of Allottee(s) and the Allottee(s) shall not have a right to object/ demand/ direct the Developer to adjust the payments in any manner otherwise than as decided by the Developer.
12. TRANSFER: Subject to applicable laws and notifications or any directions of the government in force and shall also be subject to the terms, conditions and charges as the Developer may impose from time to time in this regard, the Allottee(s) may transfer /sell /assign or in any other manner dispose of the Apartment / Shop to any person, with the prior approval of the Developer, for which purpose the Allottee(s) shall submit to the Developer and/or Maintenance Agency, a deed of adherence in the form prescribed by the Developer, executed by the third party in whose favor the Apartment / Shop is sought to be transferred, to abide by the terms and conditions of the Application, Allotment and Agreement to sell and the Maintenance Services Agreement, etc.
13. ADDRESS: All notices including demand letters to be served on the Allottee(s) and the Developer shall be deemed to have been duly received by the Allottee(s) within 5 (five) days of dispatch by the Developer if sent to the Allottee(s) or the Developer by Registered/Speed Post/Courier/Hand Delivery/Emails at the mailing address given in the Application Form. The Allottee(s) is duty bound to inform the Developer of any change in the address by Registered/Speed Post/Courier/Hand Delivery/Emails failing which all communications and letters posted at the mailing address shall be deemed to have been received by the Allottee(s).
14. CANCELLATION: The Allottee(s) shall make all payments towards Total Cost and other charges, deposits and amounts, etc., for purchase of the Apartment / Shop as per Installment Payment Plan opted by the Allottee(s) and/or as and when demanded by the Developer from time to time. In the event the Allottee(s) fails to make payment on the due date or commits breach of any of the terms & conditions of the terms of Application Form, Allotment Letter, Agreement to Sell or the Demand Letters issued by the Developer from time to time, the allotment hereby made may be cancelled by the Developer after giving notice in writing at the registered address by Registered / Speed Post / Courier / Hand Delivery / Emails to rectify such breach within 30 days and thereafter the Earnest Money i.e. 20% of the total cost paid or payable by the Allottee(s) for the purchase of Apartment / Shop will be forfeited by the Developer and balance, if any, will be refunded to the Allottee(s) without any interest or compensation whatsoever only upon realization of money from resale/re-allotment of the Apartment to any other party. The Developer may, at its sole option and discretion, waive any breach in writing by the Allottee(s) in respect of delayed payment of installments, subject to condition that the Allottee(s) shall pay to the Developer interest i.e State Bank of India, Highest marginal cost of lending (approx 12%) up to 90 days and which shall be charged after the due date and penal interest @ 6% per annum after lapse of 90 days i.e. after elapse of 90 days Allottee(s) shall pay to the Developer interest @ 18 % per annum up to the date of full payment of the dues. The interest will be calculated on an annual compounded basis at the end of financial year i.e. March 31st.
15. JOINT ALLOTMENT: The Allottee and Joint Allottee declare & affirm that in case of joint allotment failure to pay by anyone shall be deemed as failure to pay by both / all and the Joint Allottee shall be treated as one single person for the purpose of allotment & both (all) shall be liable for the consequences jointly as well as severally.
16. JURISDICTION: All or any disputes arising out of or in relation to or concerning or touching this Allotment shall be first settled amicably, failing which, the same shall be settled through arbitration to be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held in Gurgaon by a sole arbitrator to be appointed by the Developer and whose decision shall be final and binding upon the parties. Failing which, the Courts at Gurgaon shall alone have the exclusive jurisdiction barring the jurisdiction of all other courts at anyplace.
17. DECLARATION: I/We hereby undertake to fulfill all my/our obligations as set out herein and shall pay the installments and other charges within the stipulated period in terms of the payment plan opted by me/us or on demand by the Developer. The Application Form, this Allotment Letter and the Agreement to Sell along with attached Annexure and Demand Letters shall be treated as part of each other and shall be read together for all intent and purposes. The Allottee confirms having read and understood the above instructions and undertakes to faithfully abide by all the terms and conditions of the Agreement to sell.

E&O E

Signature(s).....

(Stamp required in case of firm/company)