

प्रेषक,

दिनेश कुमार-1,  
विशेष न्यायाधीश,  
एस0सी0/एस0टी0(पी0ए0)एक्ट, चित्रकूट।

सेवा में,

महानिबन्धक,  
माननीय उच्च न्यायालय,  
इलाहाबाद।

द्वारा- जनपद न्यायाधीश,  
चित्रकूट।

विषय:-सामान्य भविष्य निधि खाता सं0-23061 से फ्लैट की खरीद हेतु  
मु0-15,00,000/-रूपये अन्तिम निष्कासन स्वीकृत किये जाने के  
सम्बन्ध में।

महोदय,

ससम्मान् निवेदन करना है कि प्रार्थी गाजियाबाद में पंचशील प्रोजेक्ट द्वारा  
आवंटित फ्लैट को खरीदने का इच्छुक है। उक्त कार्य के निमित्त प्रार्थी अपने  
सामान्य भविष्य निधि खाता संख्या 23061 से अन्तिम निष्कासन के रूप में  
मु0-15,00,000/-रूपये (पन्द्रह लाख रूपये मात्र) स्थाई अग्रिम लेना चाहता है।  
निष्कासन प्रारूप पर अन्तिम निष्कासन प्रार्थना-पत्र मय संलग्नक प्रेषित किया  
जा रहा है।

अतः आपसे निवेदन है कि मेरे सामान्य भविष्य निधि खाता संख्या 23061  
से अन्तिम निष्कासन के रूप में मु0-15,00,000/-रूपये (पन्द्रह लाख रूपये  
मात्र) माननीय न्यायालय से स्वीकृत कराने की कृपा करें।

सादर।

दिनांक-21.09.2019

संलग्नक-

- 01-जी0पी0एफ0 पास-बुक की छायाप्रति।
- 02-दो वर्ष का आगणन प्रमाण-पत्र
- 03-अण्डरटेकिंग प्रमाण-पत्र
- 04-प्रमाण-पत्र

*Dy. J.*  
( दिनेश कुमार-1 )  
31/9/2019


विशेष न्यायाधीश,  
एस0सी0/एस0टी0(पी0ए0)एक्ट,  
चित्रकूट।

विशेष न्यायाधीश एस0सी0/एस0टी0  
(पी0ए0) एक्ट  
चित्रकूट।

ID No. - 5916

कार्यालय जिला न्यायाधीश, चित्रकूट।

पत्रांक: 1199 / प्रथम / लेखा / प्रशा0 / जिला जज / चित्रकूट दिनांक 29 सितम्बर, 2019

अग्रसारित  
  
जिला जज, 23.9.19  
चित्रकूट।  
District Judge  
Chitrakoot

सामान्य भूमि से अन्तिम निष्कासन के लिए आवेदन-पत्र का प्रारूप

कार्यालय का नाम- जिला न्यायालय चित्रकूट

1. आवेदता का नाम- दिनेश कुमार -I

2. खाता संख्या विभागीय प्रत्यय संख्या LJU-23061

3. पदनाम अपर जिला न्यायाधीश / विशेष न्यायाधीश एस० सी०/एस० टी०

4. वेतन- 57700/-

5. सेवा में आने की तिथि तथा 05.08.1999 की तिथि- 30.08.2021

6. प्रार्थना-पत्र देने की तिथि को आवेदता के खाते में जमा धनराशि का विवरण:-

11 वर्ष 2018-019 की लेखापत्री संकाउन्ट स्लिप विभागीय लेजर के अनुसार जमा धनराशि Rs. 2,27,865/-

12 माह मार्च 019 से अगस्त 2019 तक आ धरान द्वारा जमा धनराशि Rs. 66,850/-

13 अग्रिम की वसूली रिफण्ड आफ रडवान्स द्वारा जमा धनराशि...

14 निष्कासित धनराशि का विवरण:-

14.1 अन्तिम निष्कासन फाईनल विज्ञापन माह वर्ष...

से... माह वर्ष तक-

14.2 अस्थाई अग्रिम माह / वर्ष ... मार्च 019 ... से अगस्त 019 माह वर्ष तक Rs. 18,000/-

7. अन्तिम निष्कासन फाईनल विज्ञापन की अपेक्षित धनराशि... कुल जमा 2,52,535/-

8.1 अन्तिम निष्कासन फाईनल विज्ञापन का प्रयोजन... फल्ट क्रय हेतु 15,00,000/- पन्द्रह लाख रुपये

8.2 नियम/ राजा संख्या जिसके अन्तर्गत प्रार्थना-पत्र की गयी है...

9. क्या इसी प्रयोजन के लिए इससे पूर्व भी कोई अन्तिम निष्कासन फाईनल विज्ञापन लिया गया था, यदि हाँ, तो धनराशि और वर्ष बतायें...

दिनांक- आवेदक के हस्ताक्षर Duman

नाम... दिनेश कुमार -I

पदनाम... विशेष न्यायाधीश एस० सी०/एस० टी०

अनुभाग- जनपद न्यायालय, चित्रकूट

विशेष न्यायाधीश एस० सी०/एस० टी० (पी० ए०) एक

चित्रकूट।

ID No- 5916

प्रमाणित किया जाता है कि श्री दिनेश कुमार I, विशेष न्यायाधीश एस०सी०/एस०टी० (पी०ए०) एक्ट चित्रकूट के सामान्य भविष्य निधि खाता संख्या LJU-23061 में पासबुक के अनुसार निम्नलिखित धनराशि जमा है-

वित्तीय वर्ष	प्रारम्भिक शेष	वर्ष का अभिधान	अग्रिम की वापसी	ब्याज	वर्ष के दौरान प्रत्याहरण	कुल धनराशि
2017-18	17,45,315	1,20,000	1,20,000	1,47,212	75,000	20,53,577
2018-19	20,53,577	1,38,638	80,000	1,66,470	1,60,000	22,78,685
2019-20 (up to sep-19)	22,78,685	66,850 (up to sep.-19)	1,80,000	-	-	25,25,535

**D Kumar**  
( दिनेश कुमार-I )  
विशेष न्यायाधीश,  
एस०सी०/एस०टी०( पी०ए०)एक्ट,  
चित्रकूट ।

विशेष न्यायाधीश एस०सी०/एस०टी०  
(पी०ए०) एक्ट  
चित्रकूट ।

10 No - 5916

**साधु नर लक्ष्मी**  
( आहरण वितरण अधिकारी )  
कृते जिला न्यायाधीश,  
चित्रकूट ।  
आहरण वितरण अधिकारी  
कृते जिला न्यायाधीश  
चित्रकूट

**Before Hon'ble High Court of Judicature At Allahabad**

**Undertaking**

I, Dinesh kumar-I, Special Judge S.C./S.T. (P.A.)Act , District Court Chitrakoot, undertake to utilize the amount of Rs. 15,00,000=00 sanctioned from my GPF account LJU-23061, strictly in meeting out the expences regarding the purchase of flat, situated on Ghaziabad. I also undertake to return any amount found excess immediatly authority concerned/Account.

*D Kumar*  
Spl. Judge S.C./S.T. (P.A.)Act  
District court, Chitrakoot

विशेष न्यायाधीश एस.सी./एस.टी.  
(प.अ.) ऐक्ट  
जिला न्यायालय  
15-16-5316

## Certificate

This is to certify that Apartment No. 302, Alloted to me is situated at main hapur road , opp. Govindpuram, Anaaj mandi, Ghaziabad.

*Duman*  
Spl. Judge, S.C./S.T. (P.A.) Act  
District Court Chitrakoot

विशेष न्यायाधीश एस०सी०/एस०टी  
(पी०ए०) ऐक्ट  
चित्रकूट ।  
ID No- 5916

## Before Hon'ble High Court of Judicature At Allahabad

Certificate issued by Dinesh kumar -I, spl. Judge SC/ST, District court chitrakoot

I Certify the following-

1- I certify the details of temporary withdrawl as under,

A-Rs 1,60,000=00 2015-16, 09.03.2016

B-Rs 1,00,000=00 2016-17, 16.02.2017

C-Rs 75,000=00 2017-18, 11.08.2017, Recovery completed Sep-18

D-Rs 1,60,000=00 2018-19, Recovery completed dated-17.09.2019 through chalan No. -8700/01/1H00014

2-I certify that the above noted temporary withdrawl amounts have been debited from my GPF Account No.-LJU-23061

3-I also certify that the above noted temporary withdrawl amounts have been debited from my GPF Account No.-LJU-23061

4-I also certify that the withdrawl amount will be strictly be spent for the purpose of purchasing flat at Ghaziabad.

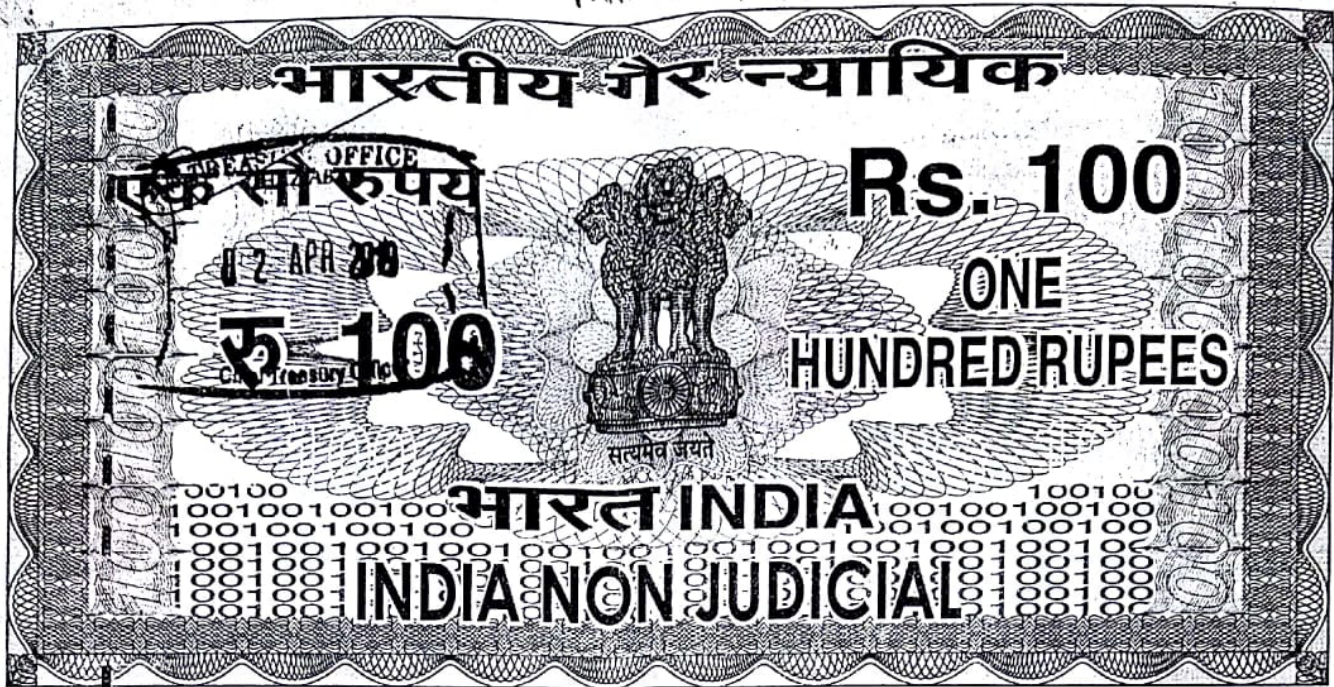
Date-20.09.2019

*D Kumar*  
(Dinesh Kumar I)  
Spl. Judge SC/ST (P.A.)Act  
District court chitrakoot

विशेष न्यायाधीश एस०सी०/एस०टी  
(पी०ए०) ऐक्ट  
चित्रकूट ।  
ID No- 5916

Prime - 300

CID-aa



उत्तर प्रदेश UTTAR PRADESH

EN 867157

This Stamp Paper of Rs. 100/- forms Part & Parcel of the Allotment Letter issued by M/s PANCHSHEEL BUILDTECH PVT. LTD (CIN NO.: U45200DL2006PTC156772), A Company incorporated under the Companies Act, 1956 having its Regd. Office at G-124, Shop No 5, Dilshad Colony, Delhi-95 and Corporate Office at H-169, Sector-63 ,Noida - 201301 (hereinafter referred to as the COMPANY, which expression shall its assigns and successors etc. unless the subject and context requires otherwise) of the one part, in favour of

MR. DINESH KUMAR S/O MR. RATI RAM  
FLAT NO.-C-225, GAUR HOMES, GOVINDPURAM, GHAZIABAD, U.P.  
Mob.-9956448950,9871358809 Mail-Id.-dheerajkrsingh@hotmail.com

&

MRS. SUDHA W/o MR. DINESH KUMAR  
184/2, SUBHASH NAGAR, MEERUT, U.P.-250002

(Hereinafter referred to as the ALLOTTEE, which expression shall include his/her assigns and successors etc. unless the subject and context requires otherwise) of the other part.

for

Apartment No.: 302; Type.: **HIG-II (3 BED+DRESS+3 TOIL.)**; Floor.:3rd; Block.: **TOWER-B15**; Saleable/Leasable Area.:1640 sq. ft.; Builtup Area.: 1286.94 sq.ft.; in the project known as **PANCHSHEEL - PRIME-390** situated on Main Hapur Road, Opp. Govindpuram, Anaaj mandi, Ghaziabad

Company

Page 1 of 11

*Dumar*  
*Sudha*  
Allottee(s)

**PANCHSHEEL - PRIME-390**  
**ALLOTMENT LETTER**

Date : 11-May-2019

To,  
MR. DINESH KUMAR S/O MR. RATI RAM  
&  
MRS. SUDHA W/o MR. DINESH KUMAR  
Add:- FLAT NO.-C-225, GAUR HOMES,  
GOVINDPURAM, GHAZIABAD, U.P.  
Mob.-9956448950,9871358809  
Mail-Id.-dheerajkrsingh@hotmail.com



(Sole / First Applicant)



(Co-Applicant)

Dear Sir / Madam,

This is with reference to your request and application no. FAPPPP3-00099, dated 01-May-2019 with M/S PANCHSHEEL BUILDTECH PVT. LTD (CIN NO.: U45200DL2006PTC156772), for having its Regd. Office at G-124, Shop No 5, Dilshad Colony, Delhi-95 and corporate office at H-169, Sector-63, Noida - 201301 (hereinafter referred to as the Company) for allotment of a residential Apartment in PANCHSHEEL - PRIME-390 at Main Hapur Road, Opp. Govindpuram, Anaaj mandi, Ghaziabad.

We are pleased to inform you that we have allotted you an Apartment in " PANCHSHEEL - PRIME-390" , situated at Main Hapur Road, Opp. Govindpuram, Anaaj mandi, Ghaziabad as per detail below.

This allotment is subject to the terms and condition detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document.

**APARTMENT DETAILS:-**

Type :HIG-II (3 BED+DRESS+3 TOIL.) ;Apartment No. : 302; Floor :3rd; Block/Tower :TOWER-B15; Saleable/Leasable Area : 1640sq.ft.; Builtup Area : 1286.94 sq.ft. situated in " PANCHSHEEL - PRIME-390" on Main Hapur Road, Opp. Govindpuram, Anaaj mandi, Ghaziabad (hereinafter referred to as "The Apartment").

Company

Page 2 of 11

*Burnar*  
*Sudha*  
Allottee(s)



**COSTING INFORMATION (AFTER GST INPUT CREDIT DISCOUNT)**

Description	Amount (Rs.)
Basic	5,650,013.00
EEC	FOC
FFC	FOC
COVERD CAR PARKING-1	FOC
1 KVA POWER BACKUP	FOC
Club Membership	FOC
Total	5650013.00

Amount in words(Rupees Fifty Six Lac Fifty Thousand Thirteen Only)

Note :- FOC menas " Free of Cost "

**Details of Amount Paid :**

Description	Amount (Rs.)
Receipt Ref : PP390/00557/19-20 vide CHEQUE 733231 01-May-2019	365,000.00
Receipt Ref : PP390/00558/19-20 vide CHEQUE 000002 05-May-2019	200,000.00
Total	565,000.00

(The Allotment Letter is subject to realization of the booking amount cheque/draft.)

Company

Page 3 of 11

*Burnate*  
*Sucha*  
Allottee(s)

**PAYMENT PLAN : DOWN PAYMENT(10:80:10)**

Milestone Name	%	Description	Amount(Rs.)
At the time of booking	10.00	BSP	565,001.00
Within 60 Days from the date of booking	80.00	BSP	4,520,011.00
At the time of offer Possession	10.00	BSP	565,001.00
Total			5650013.00

**Notes:- Taxes will be payable extra, as per applicable rates.**

Company

Page 4 of 11

*Dumas*  
*Sudha*  
Allottee(s)

POSSSION

Possession of the Apartment will be given on 31-Aug-2019, subject to the receipt of the entire Basic Price, extra charges, registration charges and any other charges as may be intimated by the Company.

Further the possession of the Apartment will be given after the execution of the Sale Deed/Sub Lease Deed in favour of the allottee.

Note:

- # Extra charges, which are over and above the basic price as mentioned in various clauses of this Allotment Letter shall become payable within 30 days from the date of demand which shall formally be 45 days from the date of offer of possession.
- # The installment call notice given by the Company shall be to the effect that installment has become due as stated above shall be final & binding. It is also made clear that timely payment of all installments is essence of this allotment.
- # The measurement of the area is approx 1 sq.mtr. = 10.764 sq.ft. (10.764 sq.ft. = 1.0 sq.mtr. = 10<sup>6</sup> sq.mm.)

Company

*Burnat*  
*Sudha*  
Allottee (s)

### Terms & Condition

This allotment letter is made on this Date : 11-May-2019 by M/S PANCHSHEEL BUILDTECH PRIVATE LIMITED a Company incorporated under the Companies Act, 1956 having its registered office at E - 4, DILSHAD COLONY, DILSHAD GARDEN, Delhi - 92 (hereinafter referred to as the COMPANY, which expression shall include its assigns and successors etc. unless the subject and context requires otherwise) of the one part (hereinafter referred to as the ALLOTTEE/S, which expression shall include his/her assigns and successors etc. unless the subject and context requires otherwise) of the other part.  
\* (to be filled in case of joint Allottee)

WHEREAS the Company is developing Group Housing Project by the name of Panchsheel Primrose on the Purchased land located at Main Hapur Road, Village - Harsaon, Tehsil & District GHAZIABAD (U.P.)

NOW THIS ALLOTMENT AGREEMENT WITNESSETH AS UNDER:

#### A. PAYMENTS

1. That the timely payment of installment as indicated in the payment plan is the essence of the scheme. If any installment as per the schedule is not paid by the due date, the Company will charge interest @12.00% p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive installments, the allotment will automatically stand cancelled without and any prior intimation to the allottee/s and the allottee/s will have no lien on the unit. In such a case, 10 % of the total basic price of the unit will stand forfeited and the balance amount, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding three months by charging interest @ 12.00 % p.a. and restore the allotment in case it has not been allotted to some one else on the waiting list. In such a situation, an alternate unit. If available, may be offered in lieu of the same.

2. That for preferentially located units, extra charges will be payable, if any.

3. That in case the applicant, at any time desires for cancellation of the allotment, it may be agreed to, though in such a case, 10 % of the total basic price of the unit will be forfeited and the balance, if any, will be refunded without any interest.

4. That in case the allottee/s wants to avail of a loan facility from his employer or any financial institution or any bank to facilitate the purchase of the unit applied for, the Company shall facilitate the process subject to the following:

(i) The terms of the financing agency shall exclusively be binding and applicable upon the allottee/s only.

(ii) The responsibility of the getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the allottee/s, failing which, the allottee/s shall be governed by the provisions contained in clause 1 as above

#### B. CONSTRUCTION AND COMPLETION.

5. That the specifications for the unit are shown in the specification sheet. Any additional/better specification for individual unit requested for by the allottee/s well in time may be provided, if technically feasible, which will be charged extra as demanded by the Company. Such demand for extra work/facility shall be binding on the allottee.

6. That the specification shown in the specification sheet are indicative only and that the Company may on its own provide additional/better specification and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons including non-availability of certain material of acceptable quality and price or due to popular demand or for reasons of overall betterment of the complex/individual unit (with the consent of Allottee/s in writing). The proportionate cost of such changes will be borne by the allottee/s.

7. That the completion of the unit will be done as per the completion date subject to receiving the entire cost and other payments as per the terms of allotment. However, if the allottee/s opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. In case the allottee/s insists for early completion of the flat the Company shall try to do the same. In such a case, the discount offered on advance payment shall proportionally be reduced but early completion of the unit shall in any case not be binding on the Company.

8. That the drawings shown in the sale documents are provisional and tentative and subject to changes by the architect/Company before or during the course of construction without any objection or claim from the allottee/s. Within the agreed consideration costs, the Company shall complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans and geysers etc.), external development (which inter alia includes laying of road, water lines, sewer lines and electric lines within the complex "Panchsheel Primrose"). However the external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to the internal services are to be provided by the Competent Authorities. The unit shall, in particular, comprise of specification as mentioned in the Specification Sheet.

Company

Page 6 of 11

*Sudha*  
Allottee(s)

9. That the following facilities will be provided by the Company on extra payment:

(i) Expenditure in obtaining clearance from Fire Officer and provision of fire fighting system/equipment as per statutory requirements.

(ii) The stand by generator for running the lifts, tube well and water pumps shall be provided by the Company without any extra cost but if common generator lines or any other power back up system is provided within the residential units, the same shall be charged extra at a rate intimated by the Company. The running costs of the power back-up system to the independent units shall be proportionally borne by the allottee/s over and above the general maintenance charges.

(iii) The Company may construct servant rooms (or dormitories) and storage spaces within the complex for desirous buyers or for common services. The consideration cost of these spaces will be charged extra at a rate notified at the time of offer.

(iv) The allottee/s shall be offered membership of the recreational club in the complex for which admission fees is as mentioned earlier. The allottee/s will not have any ownership right on the club or club lawn or pool. The allottee/ will have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.

(v) Usage rights of covered and open parking space shall be allotted on extra cost as mentioned earlier. The parking space is an integral amenity of the independent unit and the allottee/s undertake not to sell/transfer/deal with the parking space so allotted.

(vi) Stamp Duty and other incidental charges are to be paid directly to the competent authorities for registration and execution of sale deed.

(vii) Cost, security deposits, connection and allied charges for installation of electric meter, water meter, sewage connection, telephone connection etc.

10. The terrace rights of all the blocks are reserved with the Company. No construction shall be permitted on the terrace to the allottee/s. However the Company shall have the right to explore the terrace in case of any change in the F.A.R., carry out construction of further independent units in the eventuality of such change in the F.A.R. The allottee/s hereby agrees the right of the Company to use the staircase and other facilities for the construction of the additional independent units.

#### C. MAINTENANCE

11. The maintenance, upkeep, repairs, security etc. of the building including the common lawns of the building/complex will be organized by the Company or its nominee. The Allottee agrees and consents to the said arrangement. The Allottee shall pay maintenance charges which shall be fixed by the Company or its nominee from time to time depending upon the maintenance cost. The Buyer has to sign a Maintenance Agreement with the Company or its nominee at the time of possession of the unit. In addition to the maintenance charges, there will be contribution to the Replacement Fund etc. Any delay in payments will result the allottee/s liable to interest @ 12 % p.a.. Non-payment of any of the charges within the time specified will also dis-entitle the allottee/s to the enjoyment of common services including electricity, use of lifts, club, water etc. The allottee consents to this arrangement whether the building is transferred to the Association of the flats buyers or other body corporate and shall continue till such time as the builder terminates the arrangement.

12. That the maintenance of the residential unit including all walls and partitions sewers, drains, pipes etc. shall be the exclusive responsibility of the allottee/s from the date of the possession. Further, the allottee/s will neither himself do nor permit anything to be done which damages any part of the building, the staircase, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities. The allottee/s shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in rectification from the allottee.

13. The Allottee(s) agrees to pay on demand taxes/Cess of any kind whatsoever, whether levied now or in future on land and /or Flat (s) as the case may be, from the date of allotment of the Flat and so long as each Flat is not separately assessed or such taxes for the land and/or buildings(s)/tower (s), same shall be payable and be paid by the Allottee (s) in apporportion to the area of his/her/ their Flat (s). Such apportionment shall be maid by the Company or any other its agency as appointed, as the case may be, and the same shall be conclusive, final and binding upon the allottee(s).

14. All Taxes of any kind by whatever name called and development charges of the land of the Township and other charges whether levied or leviabale now or in future imposed by any Local Authorities, State Government, Central Government or Court as the case may be shall be payable and be paid by the Allottee(s).

15. That the central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on cost sharing basis.

16. That the allottee/s will allow the maintenance teams to have full access to and through his unit for the periodic inspection, maintenance and repair of the service conduits and the structure.

Company

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*Duman*  
*Sueh*  
Allottee(s)

17. The terrace rights of the block vests with the Company. However the allottee/s shall have the right to approach the terrace for maintenance of water tanks, antenna etc.

#### D. TERMS OF THE LICENSEE /Ghaziabad Development Authority (GDA)

18. That the project is being executed by the Company on freehold land which has been purchased by the Company for development of group housing project on the aforesaid purchased land. That upon the execution of the sale deed the allottee/s will be bound by all the terms and conditions of the sale deed in respect of the aforesaid project land.

19. That all the terms and conditions issued by the GDA to the Company will be mutatis mutandis applicable to the allottee/s.

#### E. POSSESSION:

20. That the possession of the independent unit shall be offered to the allottee/s only after the execution of the sale deed of the unit duly registered in favour of the allottee/s. The sale deed shall be executed only after the entire payments and other dues and charges in respect of the allotment are cleared by the allottee/s.

21. That all charges, expenses, stamp duty, official fees etc. towards sale deed including documentation, will be borne by the allottee/s. If the Company incurs any expenditure towards the registration of the unit, the same will be reimbursed by the allottee/s to the Company. In case the stamp duty or other charges payable by the allottee/s to the authority at the time of registration is discounted due to reasons of prior payment of some/all charges by the Company, such discount availed by the allottee/s shall be reimbursed to the Company prior to registration.

22. That for computation purposes, the units are being allotted on the basis of super area, which means and includes built-up covered area of the unit plus proportionate share area of area falling under corridors, stairs, passages, lobbies, projections and architectural features, lift wells and rooms, mummies, common lobbies and toilets, circulation and refuge areas, balconies, if any and other common spaces within the blocks of the complex. The built-up/covered area of the unit includes the entire carpet area of the unit, internal circulation area and proportionate area under internal and external walls and balconies.

The built up area shall be measured from the outer edge of the wall if it is not common and from the center of the walls if it is common. The method of calculation of the super area shall be binding upon all the parties.

Notwithstanding the fact that a portion of the common space has been included for the purpose of calculating saleable/super area of the unit, it is reiterated and specifically made clear that it is only the covered area of the unit that has been agreed to be sold and to which the allottee/s will have exclusive right and the inclusion of the common areas in the computation does not give any title thereto as such to the allottee/s

23. That the final super area of the flats will be intimated after final physical measurement after construction. In case of variation in actual super area vis-à-vis booked super area, necessary adjustments in costs, plus or minus, will be made at the rate prevalent at the time of booking. Super area may vary without any change in the built-up area or dimensions of the flats.

24. That the size given are tentative and can be modified due to technical and other reasons. E.g. change in position or design of the unit, number of the unit, its boundaries, dimensions or its area. The Company shall be liable only for cost adjustment arising out of super area variations.

25. That 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 beyond its control, the Company shall offer alternate unit of the same type and in the event of non-acceptability by the allottee/s or non-availability of the unit the Company shall be responsible to refund only the actual amount received from the allottee/s till then with the Prevailing rate of bank interest, however Company will not be liable to pay any damages to the allottee/s whatsoever. In case any preferentially located unit ceases to be so located, the Company shall be liable to refund the extra charges paid by the allottee/s for such preferential location without any damages or compensation. Further the layout plans shown in the literature is tentative and is subject to change without any objection from the allottee/s.

26. That the possession period agreed upon is only indicative and the Company may offer possession before that date. In case of early possession, the balance installments shall become due immediately. The allottee/s has to take possession of the unit with 45 days of the written offer of possession from the Company failing which the allottee/s shall be liable to pay watch and ward charges @ 0.10 % of the total cost of the flat per month. If the allottee fails to take over the possession within 3 months (after the expiry of 45 days as mentioned above) watch and ward charges @ 0.20 % of the total cost of the flat will be recoverable. Further maintenance charges as covered by 11 above shall become payable after the expiry of the said period of 45 days. In case of delay in possession of the unit after a extendable period of six months from the committed month of delivery to the allottee/s subject to force majeure and other circumstances, the Company will compensate the Allottee(s) for delayed period @12.00% on the deposited amount , provided that there should not be delay in any installment / payment at the end of the allottee/s.

27. That the allottee/s after taking possession of the unit, shall have no claim against the Company in respect of any item of work in the unit, which may be said not to have been carried out or for non-compliance of any design, specification, building material or any other reason whatsoever.

Company

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Allottee(s)

*Tammar*  
*Suaha*

However the Company shall be responsible for a period not exceeding 6 months from the date of offer of possession, if any deficiency is observed in the said unit and the same shall be rectified by the Company. Further, if the deficiency is caused due to the fault of the allottee/s they shall not hold the Company responsible or liable for the same

28. That the allottee/s hereby agrees and undertakes that he/she/they shall after taking possession or receiving deemed possession of the said unit as the case may be, or at any time thereafter, have no objection to the Company constructing or continuing with the construction of other building(s) adjoining the unit sold to the allottee.

29. That the independent unit under consideration shall be sold as an independent unit with impartible and undivided share in the land area underneath the plot; as well as the passages, stairs and corridors, overheads and underground water tanks and other common facilities.

#### F. GENERAL TERMS AND CONDITIONS

30. That the basis of calculating the proportionate charges payable by any allottee/s will be the proportion of the built up area of his unit to the total built up area of all units affected by that charge.

31. That the address given in the application form shall be taken as final unless any subsequent change has been intimated under registered A.D. letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the allottee/s.

32. That the Company shall have the right to raise finance from any bank/Financial Institution/Body Corporate and for this purpose create equitable mortgage against the construction or the proposed built up area in favour of one or more financial institution and for such an act the allottee/s shall not have any objection and the consent of the allottee/s shall be deemed to have been granted for creation of such charge during the construction of the complex. Notwithstanding the foregoing, the Company shall ensure to have any such charge, if created, vacated on completion of the complex and, in such a case, before the transfer/conveyance of the title of the unit to the allottee/s.

33. That the allottee/s agrees to furnish his/her Permanent Account Number (PAN) or Form No.: 60, as the case may be within 30 days from the date of execution of this allotment letter, if not furnished earlier.

34. That the allottee/s may undertake minor internal alterations in his unit only with the prior written approval from the Company. The allottee/s shall not be allowed to effect any of the following changes/alterations:

(i) Changes which may cause damage to the structure to the structure (Columns, beams, slabs etc) of the block or the unit or to any part of adjacent unit. In case damage is caused to an adjacent unit or common area, the allottee/s will get the same repaired at his/her own cost and expense

(ii) Changes that may affect the façade or common areas of the building e.g. changes in the windows, tampering with the external treatment, changing of wardrobe position, changing the paint colour of the balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or paintings of signboards etc. In the interest of complex aesthetics, unauthorized display boards will be removed at the expense of the allottee/s.

(iii) Making encroachments on the common spaces in the building.

35. That the allottee/s shall not use or allow to be used the unit for any non-residential purpose or any activity that may cause nuisance to other allottee/s in the complex.

36. That in case of transfer of allotment/ownership of unit, a transfer fees as prescribed by the Company shall be payable by the allottee/s to the Company.

37. That the development of the premises is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action or natural calamities or any act of God. In case of delay in possession as a result of any notice, order, rule, notification of the government/court of law/public/competent authority or any other reason beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable costs including those material mentioned in the specification sheet, the Company will be entitled to use alternative/substitute material without any claim from the allottee/s.

38. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land/Flats of the said complex, however, the sale deed in respect of the said Flat in favour of allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.

39. Until a sale deed is executed & registered, the Company shall continue to be the owner of the Flat and also the construction thereon and this allotment shall not give to the allottee(s) any rights or title or interest therein even though all payment have been

Company

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*Sumas*  
*Sudha*  
Allottee(s)

received by the Company. the Company shall have the first lien and charge on the Flat for all its dues that may/become due and payable by the Allottee(s) to the Company.

40. That in case of Non Resident Buyers, the observance of the provisions of the Foreign & Management Act, 1999 and any other law as may be prevailing shall be responsibility of the allottee/s.

41. That the allottee/s has fully satisfied himself/herself about the interest and title of the Company in the said land on which the unit as a part of group housing project is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the allottee/s in this respect.

42. That in case of joint Allottee (s), the Company may, at its discretion, without any claim from any person deem correspondence with any one of the joint allottee/s sufficient for its record.

43. That for all intents and purposes, singular includes plural and masculine includes feminine.

44. That all the disputes or disagreements arising out of in connection with or in relation to this allotment shall be mutually discussed and settled between the parties.

45. That all disputes or disagreements arising out of in connection with or in relation to this allotment which cannot be amicably settled shall be finally decided by arbitration who shall be a person mutually agreed upon by the Company and the allottee/s. This Allotment letter and its all Terms and Conditions does not constitute an Agreement to Sell. In case any action, notice or claim is initiated by any authority to pay the stamp duty and if any stamp duty and other charges etc. is become payable on this allotment letter and any other document pertaining to this allotment now or in future, the same shall be payable and be paid by the Allottee and the Company will not be liable to pay any part thereof.

46. Until a sale deed is executed & registered, the Company shall continue to be the owner of the said flat and this allotment shall not give to the Allottee(s) any right, title or interest therein even though all payment have been received by the Company. The Company shall have first lien and charge on the said flat for all its dues.

47. Allottee (s) has gone through the contents of the sale deed and the performance agreement in favour of the Company in respect of the said land and Allottee (s) has fully satisfied himself about the interest and the title of the Company in the said land on which the unit as a part of group housing is being constructed and has understood all limitations and obligations in respect thereof and there will be no objection by the Allottee(s) in this respect.

48. That in case of any dispute between the co-allottee/s, the decision from the competent court shall be honored by the Company.

49. That the High court of Allahabad and the courts subordinate to it at Ghaziabad alone shall have jurisdiction in all matters arising out of or in connection with this Allotment

Date : 11-May-2019

Place : Ghaziabad

For PANCHSHEEL BUILDTECH PVT. LTD

I/We hereby accept the allotment On the terms and conditions mentioned Herein above.

( Director )

( Signature of the Allottee/s )

WITNESSES:

1.

2.

Company

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*Trishmar*  
*Suella*  
Allottee(s)



## PRIME-390 SPECIFICATIONS SHEET

1. STRUCTURE Earthquake resistant R.C.C. frame structure certified by IIT, Roorkee.
2. INTERNAL /EXTERNAL FINISH All internal walls plastered & painted in pleasing shades of oil Bound Distemper. Plaster of Paris punning & cornices in drawing/dining room and bedrooms. Most modern & elegant permanent outer finish with high quality texture paint.
3. FLOORING Vitrified tiles.
4. KITCHEN Ceramic glazed tiles up to 2 feet height above counter. Pre-polished granite platform with stainless steel sink. Provision for hot & cold water.
5. TOILETS Floor : Anti-skid Tiles. Walls: Glazes Tiles in pleasing colours on walls up to door level. European WC, washbasin and cisterns in all toilets.
6. BALCONIES Anti-skid Tiles on floor.
7. DOORS / WINDOWS All external doors and window frames in UPVC. Decorative hardwood door at main entrance and rest decorative flush doors.
8. ELECTRICALS ISI copper wiring in P.V.C. concealed conduit. Provision for adequate light and power points as well as telephone & TV outlets with protective M.C.Bs.
9. LIFT LOBBY Marble Flooring. Walls plastered and painted with pleasing shades of O.B.D. One passengers lift.
10. WATER SUPPLY Underground and overhead water tanks with pumps for 24 hours uninterrupted water supply.

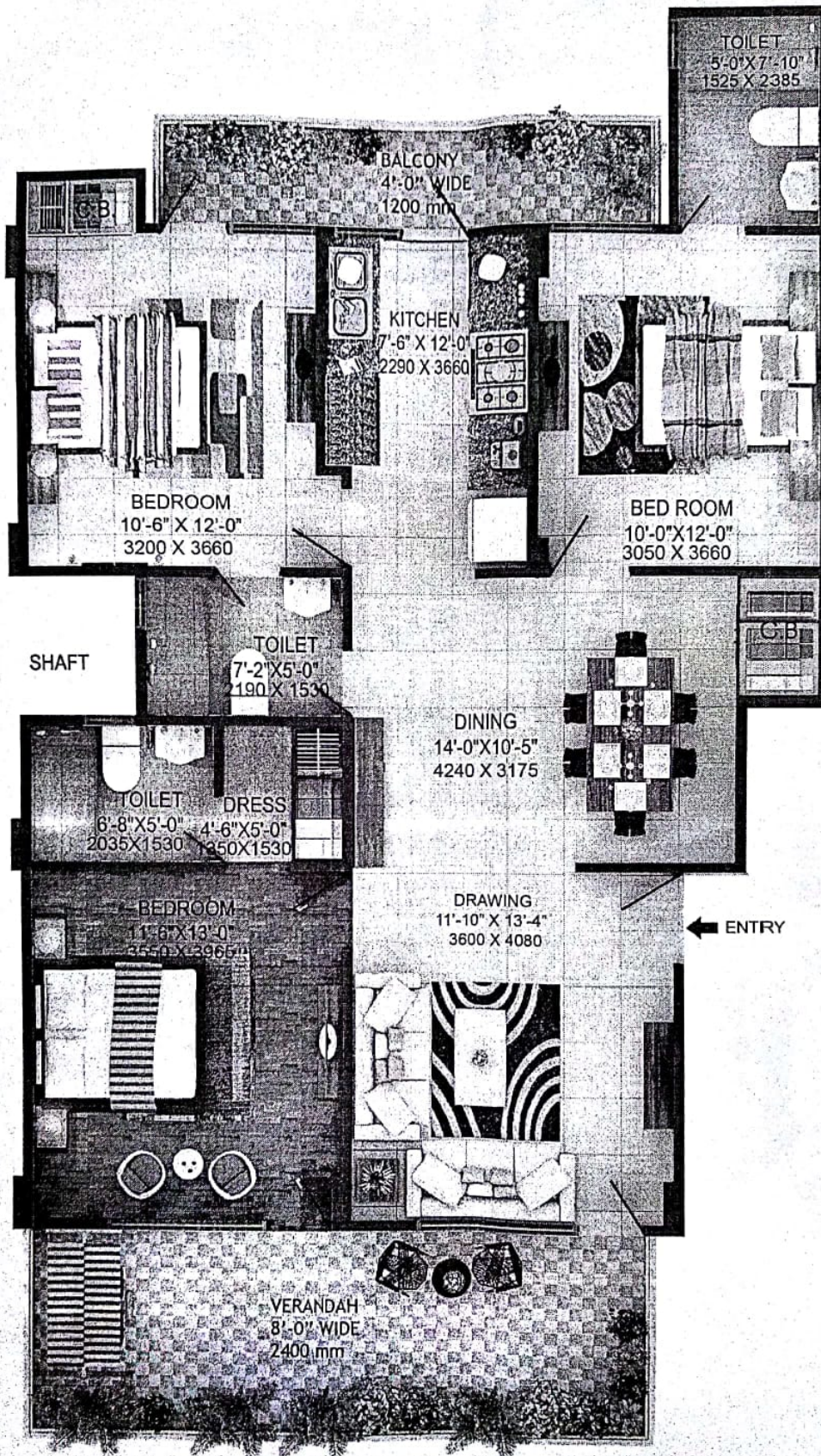
### NOTE :-

" LAYOUT & SITE PALN Attached herewith."

Company

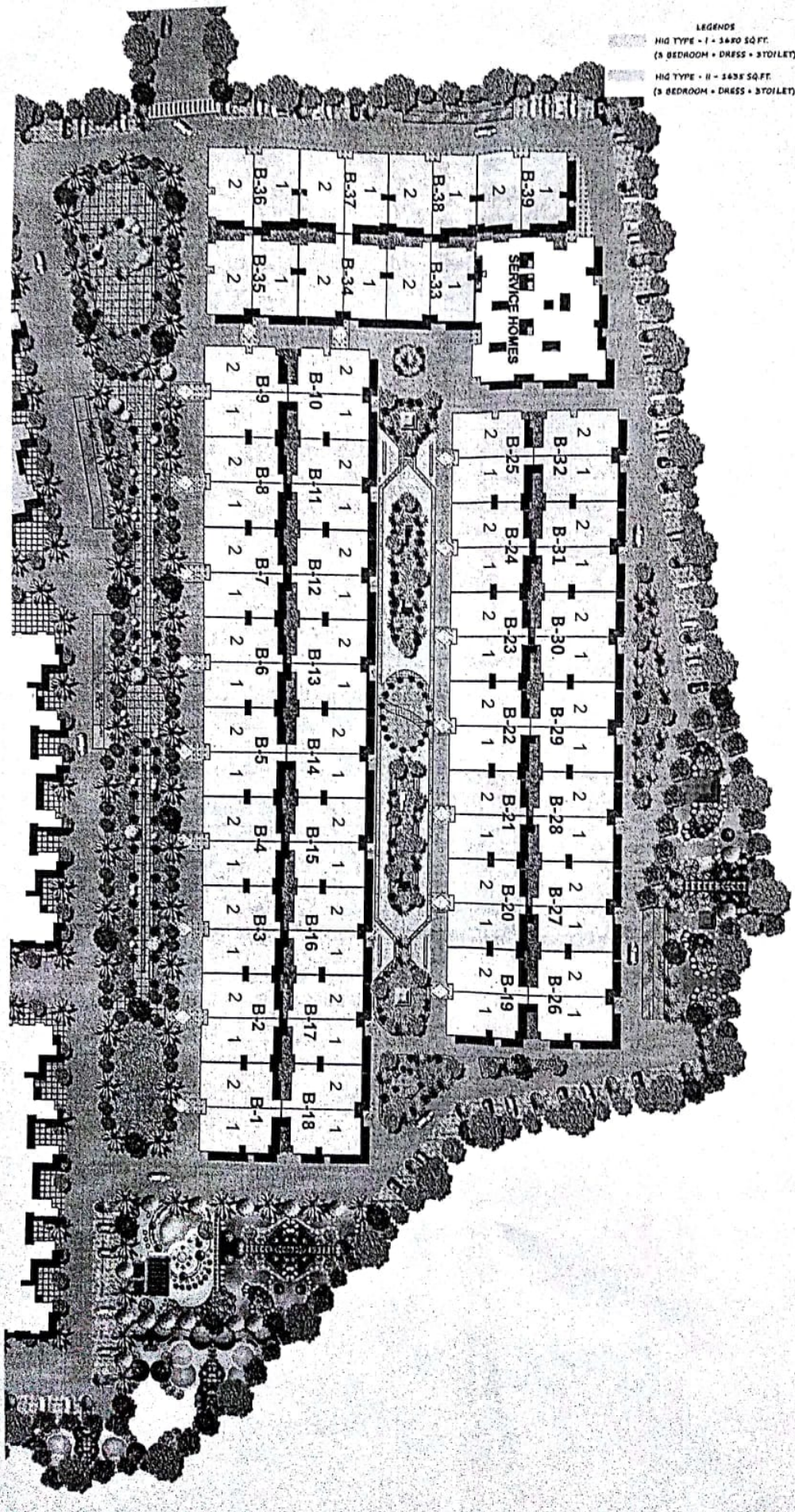
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*Duman*  
*Sudha*  
Allottee(s)



CARPET AREA - 993.19 sq.ft. (92.27 sq.mt.)  
 BUILT-UP AREA - 1286.94 sq.ft. (119.56 sq.mt.)  
 SALABLE AREA - 1640.00 sq.ft. (152.36 sq.mt.)

HIG-I  
 3 BEDROOMS  
 DRESS  
 3 TOILETS



LEGENDS

- HIG TYPE - I - 3480 SQ. FT.  
(3 BEDROOM + DRESS + 3 TOILET)
- HIG TYPE - II - 3435 SQ. FT.  
(3 BEDROOM + DRESS + 3 TOILET)