

construction of the said Building is completed. The total price payable for the said Unit shall be recalculated upon confirmation by the Developer of the final super area of the said Unit and any increase or reduction in the super area of the said Unit shall be payable or refundable, as the case may be, without any interest, at the same initial sale rate per square feet as agreed upon by the Developer and Allottee(s).

3. The Allottee(s) accepts that the Plans are tentative and the area of said unit may be changed/varied during the course of construction to the extent of plus/minus ten percent to which the Allottee(s) shall not object. If there shall be an increase in super area, the Unit Allottee(s) agrees and undertakes to pay for the increase in super area immediately on demand by the Developer as and when such demand is intimated to the Unit Allottee(s) by the Developer irrespective of receipt of the Occupation Certificate and if there shall be a reduction in the super area, then the refundable amount due to the Unit Allottee(s) shall be refunded or adjusted by the Developer from the final installment as the case may be. However, subject to the fact, that if the Super Area increases or reduces by three percent, no amount shall be demanded or refunded by the Developer as the case may be. The Allottee(s) in case where variation in the super area is more than 10% shall have the option to withdraw from this Allotment Letter within sixty(60) days from the date of intimation of the area change and in such an event, the Allottee(s) shall be entitled to refund of his money paid by him without interest or any damages.
4. (A) The Allottee(s) has seen, understood and accepted that the building plans, building designs, facilities and specifications, are tentative. The Allottee(s) agrees that the Developer may make such variations, additions, alterations and modifications etc. (which may include changes in the area of the Unit, Floor, Tower, Number of Units, Tower's/unit's/common services' location and increase/decrease in the number of Car parking slots therein as may be directed by any competent authority/ authorities/ architect or otherwise, and the Allottee(s) hereby gives his consent to such variation, additions, deletions, alterations and modifications etc. This will however, be subject to any modification that may be made by the sanctioning authority or may be necessitated during the course of sanction/construction. Any additional/better specifications for individual unit requested for by the Allottee(s) well in time may be provided, if technically feasible, for which extra charges as demanded by the Company will be paid by the Allottee(s). That the Company may on its own modify/delete/improve specifications and/or facilities as attached with this allotment letter due to technical reasons/due to popular demand/unavailability of certain materials for overall betterment of the complex/individual unit or for any other reasons beyond the control of the Company. The proportionate increase in cost due to such changes will be borne by the Allottee(s).
- (B) The Developer in the better interest of the group housing project "Earth Towne" can consult / engage / appoint / remove / change any project consultant, contractors, architects, engineers, etc. at any point of time since the project is launched till the completion of the project and the Allottee(s) shall have no objection to the same.
- (C) That the area shown in the Brochure, Maps, Plans or any other Document etc. is from brick wall to brick wall basis (not from RCC Column and beam) and is indicative only. The actual final area will be calculated at the time of construction. It is clarified that the initial rate of booking of the Unit will be applicable on the changed area. That the Allottee(s) hereby agrees that the developer will not entertain any request for any change in construction / design of any type in the unit. The built up area shall be measured from outer edge of the wall, if it is not common, and from the center of the wall, if it is common. The method of calculation of the super area shall be binding upon all the Allottee(s). Similar measurements and calculations will be done for exclusive lawn and terrace areas also wherever applicable as per terms of this Allotment Letter.
- (D) The Preferential Location Charges (PLC) with regard to the Unit located at preferential locations like Floor PLC, Park Facing, Road Facing and/or Corner Facing shall be charged from the Allottee(s), if applicable to the same, as per the Payment Schedule annexed herewith. However, the Allottee(s) has specifically agreed that if due to any change in the



**DEVELOPER**

*Through*  
*Param Sood*  
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**ALLOTTEE(S)**