

finalization of the allotment.

6. The ownership right of the Allottee(s) begins only after the full payment of Basic Sale Price, EEC, FFC, PLC, IFMS, Club Membership, One time Lease Rent, other charges (as per the applicability), and all Government Charges etc. to the company, and only after the registration of the Sub-lease deed of property in favour of the Allottee(s).
7. That the schedule of the installments under payment plan shall be final and binding on the Allottee(s). Time is the essence with respect to the Allottee(s) obligations to pay the price of the Unit in accordance with the Schedule of Payments as given in ANNEXURE "A" along with other payments such as applicable stamp duty, registration fee, interest free maintenance security and other charges, deposits stipulated under this Allotment letter to be paid on or before due date or as and when demanded by the Developer as the case may be. However, if the Allottee(s) opts to pay the cost in advance of scheduled time, a suitable discount may be allowed by the Developer on its own discretion but the completion schedule shall remain unaffected.
8. That the following facilities will be provided by the Company:
  - (A) Expenditure on the provisions of common Satellite TV system including cabling, telephone system and intercom system or any other common facility will be provided by the Company.
  - (B) The stand-by generator for running of lifts, tube well and water pump shall be provided by the Company. The running costs of the power back-up systems to the units shall proportionately be borne by the Allottee(s) over and above the general maintenance charges.
9. (A) That the Allottee(s) has understood and accepted the condition that out of the amounts paid/payable by him/her for the said Unit, the Company shall treat Twenty percent of the agreed total sale consideration (including Base price & all other charges) as Earnest Money to ensure fulfillment, by the Allottee(s), of the terms and conditions as contained in the application and this Allotment letter.
- (B) The Allottee(s) hereby authorises the Company to forfeit, out of the amounts paid/payable by him/her, the Earnest Money as abovementioned together with any interest paid, due or payable, any other amount of a non refundable nature including brokerage paid by the Company to the brokers in case of booking is done through a broker, in the event of the failure of the Allottee(s) to perform his/her obligations or fulfill any or all the terms and conditions set out in this Allotment Letter/ Application Form executed by the Allottee(s).
10. All payments by the Allottee(s) shall be made to the Company only through A/c payee Demand drafts / Account Payee Cheques drawn upon scheduled banks in favour of "Earth Infrastructures Limited" Payable at Delhi/ New Delhi only. All Cheques are accepted subject to the realization of the same only. In case the Allottee(s) makes the payment by an outstation cheque, then his/her payment would be deemed to have been received on the date, the cheque will get credited into the bank account of the Company by the Bank. Further the Bank Charges for the outstation clearing and bounced Cheque will be charged from the Allottee(s). If the Allottee(s) makes payment through Cheque and Cheque is dishonoured due to any reason whatsoever, the Company shall be entitled to charge Rs.1,000/- ( Rupees One Thousand Only) per instance from the Allottee(s), and charges for outstations cheque clearance shall be on actual basis. However, in any case, the Allottee(s) is adamant to make any cash payment, the payment will be received only at Registered Office of the Company presently situated at 26, 1st Floor, Pusa Road, Karol Bagh, New Delhi-110005, subject to fulfillment of statutory requirement and the Allottee(s) understands that cash will not be paid to any other person or representative/manager /broker/ employee of this company. This payment will be acknowledged only if a valid and authorized receipt has been issued under the full signature of any one of the directors of the Company.
11. The Allottee(s) authorises the Company to adjust/appropriate all payments made under any head (s) of dues against outstanding,



**DEVELOPER**

*Ashwini*  
*Bram Seng*  
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**ALLOTTEE(S)**