

SREEVATSA VISWA, VILANKURICHI ROAD, COIMBATORE.

Terms of Provisional Allotment of residential **Flat No.....** in **SREEVATSA VISWA**, Vilankurichi Road, Coimbatore.

The salient features of the project and the conditions that will govern the administration of the Provisional Allotment made in favour of the Customers will be as follows:

1. PROMOTION:

The complex of residential Apartments are being built up on the land that has been identified for development by the Company. The Apartments are being offered to a group of Customers who ultimately will own the entire complex collectively.

2. DEVELOPMENT:

The Company is developing the identified land by constructing a complex of Apartments upon it. In designing the complex, the Company will ensure that the development conforms to the provisions of the existing Development Control Rules and such other rules that are in force, as laid down by the Competent Authorities, Local Planning Authority, Coimbatore and Director of Town Planning, Chennai.

The project is being executed with a definite progress schedule and a committed delivery time. Hence, a high degree of standardisation is being maintained by the Company in its design and construction.

3. IDENTIFICATION OF APARTMENTS:

The location and identification of the Apartments earmarked to each Customer will be as indicated in the Provisional Allotment letter. This is an internal nomenclature of the Company. The final postal door number, will be as assigned by the Coimbatore Corporation at the time the Apartments are assessed to tax.

4. SPECIFICATION OF FEATURES & FACILITIES:

The list of features and facilities that will be provided in all the Apartments and as common to the complex, will be generally as detailed in the brochure. The specification of features and facilities to be provided have been standardised to a high degree and subject to normal availability, from local sources.

In case a Customer wishes to seek changes to the specification or have additional features in the Apartments, they are requested to contact the Executive Director of the Company. The Company shall at its discretion accept or reject such requests from Customers, and such decision shall be final and binding on the Customer.

5. CONSTRUCTION AGREEMENT:

On receipt of the Customer's unconditional acceptance of the terms of the Provisional Allotment, the Company will enter into a Registered CONSTRUCTION AGREEMENT with the Customer. This Agreement will detail the mutual obligations on the part of the Customer and the Company that is necessary for smooth execution and satisfactory completion of the project. This Agreement will also outline the terms and conditions that will govern its administration.

For SREEVATSA REAL ESTATES (P) LTD.

AUTHORISED SIGNATORY

CUSTOMER

6. TRANSFER OF TITLE:

The Company has purchased the land and decided to develop the property after scrutinising the title deeds and reasonably assuring itself, on the marketability of the title. The opinion of the Company and its legal advisor in this regard is final.

The Company has obtained all necessary clearances from the authorities concerned for conveyance of the subject property and or proportionate undivided share of land.

The individual sale deeds conveying title pertaining to the proportionate undivided share of land, in favour of the Customers will be executed and registered by the present Owners directly or by their duly Authorised Power Agent(s).

This transfer of title wholly depends upon the Customers' fulfilling their obligations under the Construction Agreement to be entered into. Failure on the part of the Customers to perform any of their obligations towards the Company and or failure to comply with any of the conditions set out therein, will give the Company the right to revoke this provisional allotment and also recover the proportionate cost from the amounts already paid by the Customers before returning the balance.

7. DETAILS OF PAYMENT:

The total amount payable by the Customers to the Company has been indicated in the Construction Agreement and Sale Deed and this amount will remain firm as indicated.

The total amount payable excludes Stamp Duty and Registration Charges and includes Corpus Fund, GST at prevailing rates, general expenses for getting services from Government Departments. Property Tax, EB deposits, Water deposits, Underground Drainage deposits and other service charges payable to the Statutory Authorities are payable extra which will be levied only on receipt of demand from the Department.

TNGST, Service Tax or any other taxes, charges and levies, that may be imposed by any State and or Central Body, prospectively or retrospectively, on the Apartments or for the development will have to be paid separately by the Customer. All such amounts paid by the Company in this regard specifically in the name of the Customer or apportioned to the Sale Area of the Apartments on the basis of actual amounts paid, shall be paid by the Customers, prior to taking possession, of their Apartments.

However any DEPOSITS paid to the TNEB/GAS AGENCY for Piped Gas connection/TWAD Board/Corporation for water supply to Apartments and common amenities like association office, gym, common area etc., shall be adjusted from the Corpus Fund by the Company towards these deposits as they will remain the assets of the Association.

All payments shall be made by crossed A/c Payee Cheque/Demand Draft payable at Coimbatore, favouring **M/s.SREEVATSA REAL ESTATES (P) LIMITED**.

8. PAYMENT SCHEDULE:

The payments should be made as per the schedule mentioned in the registered Construction Agreement.

Delay in the payment of installments may attract a penalty, the details of which will be indicated in the Construction Agreement.

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9. DELIVERY OF APARTMENTS:

The Company normally will commence construction activity immediately upon receipt of the Planning Permit from the Coimbatore Corporation, LPA and Director of Town & Country Planning, Chennai.

Barring unforeseen circumstances, the Company shall endeavor to complete the project and make the Apartments occupation worthy, in a normal period of **36 months** from the date of registration of the property subject to force majeure clause indicated in the Construction Agreement.

Permanent electricity supply and sewer connections determine occupation-worthiness of Apartments. Non-availability of Corporation water connection and or supply will not determine completion or occupation worthiness.

10. SERVICE CONNECTIONS:

The Company will apply for water supply from the Corporation and electrical supply from TNEB to all the apartments and common amenities, street lights etc., Obtaining connections is not the responsibility of the company as they depend on the policies of the Government departments.

However, the commitment on the part of the Company in this regard shall end with application of the service connections to the Authorities. It is the responsibility of the statutory bodies effecting the service connections to provide continuous and uninterrupted service to the complex and to the Apartments.

Failure in any or all of the services shall not be construed as failure on the part of the Company, as they are totally beyond the control of the Company.

11. DELAY DELIVERY CHARGES:

The Company shall endeavor to hand over the Apartments to its Customers within the time stipulated and in an occupation worthy condition. If for any reason solely attributable to the Company Apartments are not handed over within the stipulated time, then the Company will pay liquidated damages, as specified in the Construction Agreement.

12. PRODUCT QUALITY:

The Company shall endeavor to complete the Apartments of habitable quality that will assure the Customers of their Good Living. The Company shall exercise adequate controls to ensure quality of workmanship and of the various material inputs. However, while assessing the Apartments, the Customer is requested to make a note of the following:

- a) The construction industry is highly migrating-labour oriented and mostly of the unskilled type. Hence, achieving and maintaining a constantly high level of quality of workmanship is difficult.
- b) The construction also involves the use of variety of raw materials and finished goods. However, where finished items are involved, the quality of such items as committed by the Individual manufacturers will determine the final quality of the Apartments, notwithstanding the efforts of the Company.

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13.CORPUS FUND:-

In order to create a base for the smooth working of the Association of owners, it is necessary to create a Corpus Fund. It is mandatory for every Customer to contribute to the corpus fund while signing the Construction Agreement.

The Company assures its Customers of its commitment to execute the project, complete the Individual Apartments and provide all the facilities and features mentioned herein above in the complex within the stipulated time frame and indicated total cost.

This provisional allotment is valid upto 30 days from the date of booking.

Confirmation of this provisional allotment is wholly and particularly dependent on the Customers accepting the terms mentioned herein above unconditionally. All the parties of the proposed purchase of the Apartments must affix their signatures.

In case the Company does not receive the Customer's acceptance of the terms of the provisional allotment within the time frame indicated above, the Company reserves its right to revoke this provisional allotment and return the payments received by it to the Customers in full without interest and/or any deductions.

The Company extends a warm welcome to its Customers to an era of "GOOD LIVING".

I/We have read and understood the terms
of provisional allotment and hereby
accept the same unconditionally.

For SREEVATSA REAL ESTATES (P) LTD.

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CUSTOMER