



**NAGPUR INTEGRATED
TOWNSHIP
PRIVATE LIMITED**
First City Project

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CIN : U45309TG2017PTC116403

Deviation Sheet of Model Allotment Letter (As per Order No.35/2022 dated 12/08/2022):

Clause 1 to 14: "No Deviation in Allotment Letter"

Except otherwise the word "Sale" is replaced with the word "Lease" as per the Development Agreement with MADC.

Additional Clauses incorporated in the Model Allotment Letter:

15. Common areas and Maintenance:

- i. The allottee (s) shall have the right to access and enjoy the common areas and amenities available to the lessee(s) of the Apartment units in FCP Phase 1A, FCP-Phase2A and limited common areas and amenities developed or to be developed on the entire First City Project. Further, the allottee(s) hereby covenants and agrees that the allottee(s) will enjoy in common with the all other present/future lessee(s) of the Apartment units in the FCP Phase 1A, FCP-Phase2A and the future phases lessees (s) being developed or to be developed on the balance land of the First City Project all the limited common areas and amenities for the entire project in FCP (as mentioned in the enclosed "Draft" Agreement for Lease) now in or upon or hereafter to be provided in the FCP Phase-1A, FCP-Phase2A and on the future phases being developed or to be developed on the balance land of the First City Project and shall proportionately share the expenses for the maintenance of the same.
- ii. The allottee undertakes to pay the maintenance without fail in any circumstances without any objections and further grants the association, the right to enforce the collection of maintenance dues by withholding utilities including water and electricity for non-payment of dues or any other measure to ensure proper and timely payment by lessee(s).
- iii. The allottee(s) from the due date of the balance lease consideration/final instalment of the said unit shall be liable to proportionately share and pay for the common areas and limited common areas and amenities for the entire project in FCP towards maintenance expenses at the rate as decided by the developer or the agency appointed by the developer for maintenance of all common areas and facilities in the FCP-Phase2A and limited common areas and amenities for the entire project in FCP.



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- iv. The allottee shall not occupy or encroach any common areas or open spaces in the the FCP-Phase2A and/or FCP project or disturb or cause nuisance in the premises of any other lessee(s) or occupants.

16. Applicable laws:

- i. In the event that, you choose to avail housing finance or loan from any third party for the purpose of payment of consideration in respect of the said property, under no circumstances, we shall be liable for compliance with any terms and conditions of such loan or financing arrangement that you may enter with the lender/financer/bank.
- ii. Any delay in obtaining the loan from such lender/financer/bank shall not be reason for non-levy of interest under the terms of the allotment.

17. Club:

- i. The Developer has developed a Club house within FCP for the usage of all the allottee(s)/inhabitants of the apartment units in FCP to facilitate the provisions like badminton court(indoor), multi-purpose hall, squash court, gym, swimming pool (outdoor) etc. and any of the facility and/or amenity developed or being developed in future phases on the FCP (hereinafter referred to as 'the Club'). The allottee is entitled to utilise such club facilities and benefits after paying membership charges of Rs. _____/- to the Developer and such other terms and conditions as may be specified in lease deed shall apply to the right to use the said facilities.
- ii. You are entitled to make use of the Club on availability basis and by paying user/subscription charges as may be prescribed, for operating the club. No lessee/allottee shall be claim any exclusive right or ownership over the Club and its facilities/assets and shall use the same with the entire present and future lessee(s) of the FCP.
- iii. In the event that, your Apartment unit is rented out/sub-leased by you to a third party, the occupants of the property shall be entitled to make use of the Club facilities, subject to issuing an authorisation letter by allottee(s) and in such an event, the allottee(s) shall not be entitled to use the Club facilities. Timely and due Payment of Club charges etc. shall however be the responsibility of the allottee herein.
- iv. The facilities of the Club are available for the benefit of the lessee(s)/occupant of the Apartment unit in the FCP, and in the event of transfer of leasehold rights of the Apartment unit, the transferee of the said Apartment unit will be entitled to the benefits of the Club and the transferor shall cease to be member of the Club.

18. Delay in enforcement of terms of this allotment:

- i. Any delay tolerated or indulgence shown by the developer in enforcing the terms of this allotment or any forbearance or giving of time to the allottee(s)



shall not be construed as a continuing waiver on their part as any breach or non-compliance of any of the terms and conditions of the allotment to the allottee(s) nor shall the same in any manner prejudice the right of the Developer.

- ii. The Developer shall not be liable to pay the liquidated damages to the allottee(s) on account of force majeure event and/or the developers inability to complete the construction of the FCP-Phase2A.

19. Dispute Resolution:

In the event of any difference or disputes arising between the Developer and the Allottee(s) regarding these terms and conditions of allotment or any matter relating thereto, the same shall be referred to Project Head of the Developer for amicable resolution of the dispute. If the disputes are not resolved within 30 days from the date of reference to the Project Head then the disputes may be referred to the Authority as per the provisions of the Maha RERA / RERA Act, and the Rules and Regulations, there under.

20. Force Majeure:

"Force Majeure" means any of the events or circumstances which are beyond the reasonable control of the Developer and which materially and adversely affect the performance of the Developer and includes the following events and circumstances.

- (i) war, civil commotion or act of God ;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- (iii) Pandemic / Epidemic or plague.

Date : 09/1/2023

