

**ALLOTMENT LETTER**

This Allotment Letter is made on \_\_\_\_\_, between **M/s K V Developers Pvt. Ltd.**, a company incorporated under the provision of the Companies Act, 1956, having its Registered Office at R-289C, Greater Kailash-1, New Delhi, India, hereinafter referred to as the Company/Developer (which expression shall, unless repugnant to the context or meaning thereof shall deem to mean and include its assigns and successors etc.) through its Director/Authorized Signatory, duly authorized by board resolution on the First Part.

**AND**

1. Mr./Mrs./Ms. \_\_\_\_\_  
Son/Daughter/Wife of Mr. \_\_\_\_\_  
Resident of \_\_\_\_\_

**Jointly With\***

2. Mr./Mrs./Ms. \_\_\_\_\_  
Son/Daughter/Wife of Mr. \_\_\_\_\_  
Resident of \_\_\_\_\_

**And\***

3. Mr./Mrs./Ms. \_\_\_\_\_  
Son/Daughter/Wife of Mr. \_\_\_\_\_  
Resident of \_\_\_\_\_

\*(to be filled up in case of joint allottee(s))

**OR**

3. M/s.....a partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorized by resolution dated.....  
Mr./Mrs./Ms .....(copy of the resolution signed by all Partners required). PAN/TIN:..... Registration No.....

**OR**

4. M/s .....a Company registered under the Companies Act, 1956, having its registered office at .....  
.....through its duly authorized signatory Mr./Mrs./Ms. authorized by Board Resolution dated ..... (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required). PAN.....

(Hereinafter referred to as the Allottee which expression shall include his/ her/ their respective legal heirs, successors, executors, transferees and assignees) of the Second Part.

**WHEREAS M/s K V Developers Pvt. Ltd.** aforesaid is the allottee of Plot No. DV-GH-09B, Sector-Techzone IV, Greater Noida admeasuring 19986.00 Sq. Mtrs. The sub-lease deed of the allotted plot has been executed in favour of the Company **M/s K V Developers Pvt. Ltd.** (as Sub-Lessee), vide Sub-Lease Deed Dated 07.06.2013, by Greater Noida Industrial Development Authority (as Lessor) and M/s Amrapali Dream Valley Pvt. Ltd. (as Lessee), and duly registered on 07.06.2013 in the office of Sub-Registrar Sadar, Gautam Budh Nagar as document no. 13923, in Book No.1, Volume No.13431, on pages 125 to 154.

**AND WHEREAS** thereafter the Company **M/s K V Developers Pvt. Ltd.**, got the physical possession of the aforesaid Group Housing Plot of Land from Greater Noida Industrial Development Authority, vide Possession Certificate Dated 07.06.2013.

[Company]

[Allottee(s)]

**AND WHEREAS** thereafter the Company is developing and constructing residential Flats/Units of various sizes and dimensions in the Group Housing Residential Complex known as “**KVD WINDPARK**” on Plot No. DV-GH-09B, Sector-Techzone-IV, Greater Noida West, District Gautam Budh Nagar, U.P. (herein after referred to as “said Project”) after getting the building plan duly approved from the Greater Noida Industrial Development Authority, and as per the stipulations of said Lease Deed/Sub-Lease Deed, duly registered and the Company is entitled to allot the said Flat(s)/Unit(s) on sub-lease hold basis to the intending Allottee. The Allottee herein has desired Allotment of a Flat/Unit in the said Project namely “**KVD WINDPARK**” which the Company offered for allotment.

**AND WHEREAS**, as per the building Plan/Layout plan of said Project “**KVD WINDPARK**” it is envisaged that the Flat/Unit on all floors shall be allotted as an independent dwelling unit with impartible and undivided proportionate share of leasehold / sub-lease hold rights, in the land area underneath his block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummy and machinery rooms, guard rooms and other common facilities, if any, for the Flat/Unit(s) to be used and maintained jointly by all the Allottee in the manner hereinafter mentioned. The rights to terrace(s) are vested with the Company and the Allottee shall not be permitted to carry out any construction on the terrace(s).

**AND WHEREAS** the Allottee has applied to the Company vide Application dated \_\_\_\_\_ for allotment of a Flat/Unit in the Group Housing Residential Complex, known as “**KVD WINDPARK**” to be constructed by the Company on Plot No.DV-GH-09B, Sector-Techzone-IV, Greater Noida West, District Gautam Budh Nagar, U.P.

**AND WHEREAS** pursuant to the receipt of the application the Company hereby agrees to provisionally allot the Flat/Unit no. \_\_\_\_\_ On Floor \_\_\_\_\_ having a carpet area of ----- sq ft., exclusive balcony ----- sft, excluding terrace ----- sft, and exclusive verandah----- sft and super area admeasuring approximately \_\_\_\_\_ sq.ft. (The super area is tentative and is subject to change till the grant of Occupancy Certificate from the Greater Noida Industrial Development Authority or other competent Authority) in Tower \_\_\_\_\_ of Group Housing Residential Complex “**KVD WINDPARK**” to be constructed by the Company on Plot No.DV-GH-09B, Sector-Techzone-IV, Greater Noida West, District Gautam Budh Nagar, U.P, India, subject to terms & conditions of this Allotment Letter, for such total consideration (as hereinafter defined) payable to Company by the Allottee as described in the payment plan attached to this Allotment Letter.

**AND WHEREAS**, The Allottee has demanded from the Company and the Company has readily allowed the Allottee for inspection of the site, proposed buildings plans, specifications, ownership record of the aforesaid plot and all other relevant documents relating thereto, and as a result hereof and / or otherwise the Allottee has fully satisfied himself in all respects with regard to, all the details of the Flat/Unit, all common facilities, the title and also the right and authority of the Company to enter into this Allotment Letter.

**AND WHEREAS**, the Allottee is aware of and has acknowledged and understood that the building plans are tentative with such changes or modifications as may be carried out by the Greater Noida Industrial Development Authority and/or any other competent authority/Architect of the Company.

**AND WHEREAS**, the Allottee is aware of and has acknowledged and understood that the garage./reserved/covered parking space has been allotted together with the Flat/Unit and the same shall not have independent entity detached from the Flat/Unit. The Allottee shall not sell/transfer the reserved/covered parking space independent from the Flat/Unit. The Allottee may apply for additional parking space, which may be allotted subject to availability and as per the condition decided by the Company. The Allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the Complex.

**AND WHEREAS**, prior to entering into this Allotment Letter the Allottee has read and understood the terms and conditions contained in the Lease Deed/Sub-Lease Deed and implications thereof in relation to the various provisions of this Allotment Letter and the Allottee has further confirmed that he is in full allotment with the provisions of this Allotment Letter in relation to the Sub-Lease Deed and shall comply with, when applicable and from time to time with the stipulations of the Sub-Lease Deed, or any directions issued by Greater Noida Industrial Development Authority dealing with the matter.

**AND WHEREAS**, the Allottee has full knowledge of applicable laws, notifications, rules, regulations and policies applicable to the said Land/Group Housing Residential Complex as framed by Government, Greater Noida Industrial Development Authority, and has acknowledged and understood that stipulations, terms and conditions contained in the said Lease Deed/Sub-Lease Deed executed between Company and Greater Noida Industrial Development Authority shall form integral part and parcel of this allotment, and the Allottee has confirmed and assured the Company.

**AND WHEREAS** the requisite Allotment Letter is being executed now incorporating the details embodied in the application form and terms and conditions agreed upon and it is hereby agreed & confirmed by and between the parties that this Allotment Letter shall prevail over all other communications, terms and conditions given in brochures, advertisements, price list, any other sale documents. This cancels all previous Allotments/Agreements issued against this Allotment Letter. The

[Company]

[Allottee(s)]

Allottee shall quote the Flat/Unit number in all future communication with the Company.

**AND WHEREAS**, the Allottee agrees that he shall comply with all mandatory requirements and compliances as the Ministry of Environment & Forest (GOI) norms, UP Pollution Control Board/Water Commission/any other rules and regulations laid down by state of UP or any other competent authority.

**A. FLAT/UNIT DETAIL**

Flat/Unit Number	
Tower	
Floor	
Type	
Carpet area (n sq ft.)	
Super Area (in Sq. ft.)	
Unit Cost (In Rs.)	

**B. FLAT/UNIT COST**

S.No.	Description	Amount
1	Basic Price	
2	Park PLC	
3	Road PLC	
4	Corner PLC	
5	Pool facing PLC	
6	Club Membership	
7	Garage/ Car Parking	
8	Extra Garage/ Car Parking	
9	Power Backup	
10	EDC and IDC	
11	EEC/FFC	
12	Interest Free Maintenance Security (IFMS)	
13	Lease Rent Charges	
14	Dual Meter Charges	
15	Other Charges, if any	
	<b>TOTAL CONSIDERATION</b>	

In words (Rs. \_\_\_\_\_  
\_\_\_\_\_ )

\*Taxes as applicable

**C. PAYMENT PLAN:**  
As Per Annexure attached.

[Company]

[Allottee(s)]

(Electrification charges as per norms, Stamp Duty, Registration Fees and allied charges as applicable shall be additionally payable before possession as and when demanded by the Company.)

**NOW, THEREFORE, THIS ALLOTMENT LETTER WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

### 1. DEFINITIONS

(A) In this Allotment Letter, unless repugnant to or contrary to the subject, context or meaning thereof, the following terms as used in this Allotment Letter, shall have the same meanings as assigned to them hereunder and words and expressions not specifically defined hereunder shall have the meanings as the context in which they are used may ordinarily demand and as may be consistent with the intent and meaning of the provision wherever used in this Allotment:-

“**Allotment Letter**” shall mean this Allotment Letter issued by the Company with its annexure schedules and terms and conditions for the allotment of the Flat/Unit in the Group Housing Residential Complex.

“**Apartment**” and “**Flat**” and “**Unit**” shall mean unit allotted under this Allotment Letter.

“**Payment Plan**” and “**Schedule of Payment**” and “**Payment Schedule**” shall mean Payment Plan attached to this Allotment Letter as Annexure.

“**said Project**” and “**Group Housing Residential Complex**” and “**Complex**” shall mean project KVD WINDPARK situated at Plot No. DV-GH-09B, Tech Zone-IV, Greater Noida, Uttar Pradesh, India.

“**Tower**” shall have the same meaning as ascribed to it in UNIT/FLAT DETAILS.

### 2. INTERPRETATION

(A) The use of words in the singular shall include the plural and use of words in the masculine, feminine or neuter gender shall include the other two;

(B) Any reference in this Allotment Letter to the terms “herein”, hereto”, “hereunder”, “hereof” or “thereof” or similar terms used in this Allotment Letter shall refer to this entire Allotment Letter and not to the particular provision in which the term may be used except where the context otherwise requires. Unless otherwise stated, all references herein to clauses, sections or other provisions are references to clauses, sections or other provisions of this Allotment Letter.

### 3. Definitions, Carpet area, SUPER AREA, COMMON AREA AND FACILITIES

“Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

“Government” means the Government of the State of Haryana;

“Rules” means the Real Estate (Regulation and Development) “Regulations” means the Regulations made under the Real Estate (Regulation and Development Act, 2016;

“Section” means a section of the Act

"Carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

"Super Area", which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the common facilities such as area under staircases lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummy and machinery rooms, guard rooms and other common facilities etc. and including all easement rights attached to the said Flat/Unit. However, it is agreed, admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including terraces / basements / stilts etc., rights and to carry out further constructions in case of any change in the FAR, club, splash swimming pool, open spaces, parks, parking(s) (excepting what has been allotted by this Allotment) or tot-lots, public amenities, health club, shopping centers and other facilities and amenities will be solely owned by the Company who will have the authority to charge memberships for such facilities or / and treat these assets as stated above in the manner deemed fit by the Company. All dimensions shown in feet-inches are close approximation to metric dimensions.

"common areas" mean— (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase; (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings; (iii) the common basements, terraces, parks, play

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areas, open parking areas and common storage spaces; (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel; (v) installations of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy; (vi) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use; (vii) all community and commercial facilities as provided in the real estate project; (viii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use

All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas and facilities and shall be reserved for use of certain Flat/Unit to the exclusion of other Flats/Units.

Except for the said Flat/Unit allotted herein along with all common easement rights attached therewith, including Common Areas and Facilities of the said building, all adjoining areas including the un-allotted terrace/roof, unreserved Open/Covered/Stilted / garage Car Parking Spaces and facilities therein, storage areas etc., the entire un-allotted/unsold areas of the said Project, shall remain the property of the Company and the same shall always deemed to be in its possession.

#### **4. Registration of Project**

- (A) The Promoter is fully competent to execute this Allotment Letter and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed.
- (B) That the Real Estate Authority under The Real Estate (Regulation And Development) Act, 2016 has been established, in the state of Uttar Pradesh by the Government of UP. That the Promoter has applied for Promoter Registration under Act.
- (C) The Promoter has obtained the building plan approvals for the Project from Greater Noida Industrial Development Authority.
- (D) The Promoter has applied for registration of the Project, under the provisions of the "The Real Estate (Regulation And Development) Act, 2016".
- (E) The Allottee(s) agrees that he has applied for allotment of said Unit with full knowledge of all laws/ notifications and rules applicable to the purchase and acquisition of immovable properties in India and the arrangement pertaining to the said Project in particular which have been explained by the Company and understood by him. The Allottee(s) agrees that firm/provisional allotment shall be made and confirmed by notice on completion of Project whereupon a formal Agreement on Company's standard format containing the terms and conditions contained herein shall be executed by and between the parties.

#### **5. CONSIDERATION**

- (A) The total amount payable by the Allottee to the Company including Basic Sale Price and other charges has been summarized/ mentioned above in this Allotment Letter.
- (B) Besides above, the Allottee hereby confirms and agrees to remain bound to and be liable for payment of all applicable rates, taxes, charges and all other dues or cess of any kind/amount whatsoever, whether levied or leviable in future, on the said Project, or in relation to the Flat/Unit allotted and payable to concerned authorities and the same shall be paid by the Allottee.
- (C) Besides above, if there are any additional levies, taxes, GST, trade tax, rates, charges, cess and fees etc. as assessed and attributable to the Company as a consequence of government, Greater Noida Industrial Development Authority, municipal corporation or other local or statutory authority(s)'s order, the Allottee shall be liable to pay his proportionate share of such additional levies and taxes
- (D) The Company shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Company within the time and in the manner specified therein.
- (E) The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of taxes, duties, levies, development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time, increase in the price of steel, cement, . [major raw materials or include other major raw materials]The Company undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Company shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

#### **6. EARNEST MONEY**

- (A) The Allottee agrees and understands that the Company shall treat ten percent (10.00%) of the total Consideration as Earnest Money.

[Company]

[Allottee(s)]

## 7. TIME IS ESSENCE

- (A) The obligation to make timely payment of every installment of the total Consideration in accordance with the Payment Plan along with payment of other charges such as applicable stamp duty, registration fee, IFMS, and other charges, deposits, as stipulated under this Allotment Letter or that may otherwise be payable on or before the due date or as and when demanded by the Company, as the case may be, and also to discharge all other obligations under this Allotment Letter shall be the essence of this Allotment Letter.
- (B) In the event of failure of the Allottee to perform the obligations or to fulfill the terms and conditions as set out in the application and this Allotment Letter, including but not limited to the occurrence of any Event of Default as described herein, the Company may cancel this Allotment Letter and forfeit the Earnest Money and any other amount of non-refundable nature including any commission/brokerage/margin paid by the Company to Channel Partner (in case the booking is made by the Allottee through a Channel Partner) and thereafter, refund the balance amount, if any without interest in the manner described hereunder:-
- a. In case any breach is committed by the Allottee, the Company shall serve a notice calling upon the Allottee to rectify such breach within the time mentioned in such notice provided that the time mentioned shall not be less than fifteen (15) days.
  - b. In case such breach is not rectified within the time period stipulated or is otherwise repeated, then this Allotment Letter may be cancelled by the Company at its sole option by serving a written notice ("Notice of Termination") to the Allottee intimating the decision of the Company to terminate the Allotment Letter and the reason(s) action.
- (C) In the event the Company terminates this Allotment Letter under the aforesaid clause 6(B) any amount refundable to the Allottee shall be refunded, without interest or compensation, upon such cancellation and dispatch of the notice of Termination, the Allottee shall have no right or claim against the Company in respect of the Apartment including for any compensation or consequential loss except to the extent of such refund on return of all original receipts and original allotment letter and NOC from Financing Bank.. In the event the Allottee has availed financing from a financial institution/bank, such refund will be subject to the Allotment Letter that the Allottee may have with the financial institution/bank. In the event the Allottee has assumed possession of the Apartment, then the Company shall also be entitled to repossess the Apartment and in such event, the Allottee and or any other person/occupant of the Apartment shall immediately vacate the apartment or otherwise shall be liable to ejected as an unlawful occupant/trespasser. This is without prejudice to any other right that may be available to the Company against the Allottee/Occupant under applicable Law.
- (D) Within the meaning of the aforesaid clause 6(B), the dispatch of the Notice of Termination by the Company by courier/speed post at the address provided by the Allottee in the Application form or any other address as may have been advised to the Company, shall be deemed to have been served upon the Allottee and shall by itself constitute termination of this Allotment Letter and no further act on the part of the Company shall be necessary for this purpose. It is further clarified that on dispatch of the Notice of Termination, the Company shall be entitled to deal with/re-allot/resell the Apartment to any other person without entertaining any objection/claim from the Allottee.
- (E) The Allottee agrees that in the event the Allottee fails, neglects and/or delays payment of any installment and other charges as mentioned in the Payment Plan, then, notwithstanding the right of the Company to cancel the allotment at its sole discretion at any time after such default in payment occurs, the Company may, at its option and without prejudice to any other rights available under this Allotment Letter and under Law, waive such failure, neglect and or delay in such payment but upon the condition that the Allottee shall pay simple interest applied on the payment due @ 24 % per annum in addition to the payment due to be calculated from the due date of each outstanding payment till the date the payment is realized by the Company. It is agreed by the Allottee that any such waiver shall not be construed to be a binding precedent or any obligation upon the Company to waive its right in any other case.
- (F) The Allottee agrees that the conditions for forfeiture of Earnest Money shall remain valid and effective till execution and registration of the Sub-Lease Deed for the Apartment.
- (G) That timely payment of installments as indicated in the Payment Plan is the Essence of the Allotment. No separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Allottee to make the payment on or before the due dates.

## 8. EVENT OF DEFAULT

All/any defaults, breaches and/or non-compliance of any of the terms and conditions of this Allotment Letter, whether singly or in conjunction with other terms(s), shall be deemed to be event of default liable for consequences stipulated herein.

## 9. REPRESENTATIONS AND WARRANTIES OF THE COMPANY:

- (A) The Company hereby represents and warrants to the Allottee as follows:
- (B) (i) The Company has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (C) (ii) The Company has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (D) (iii) There are no encumbrances upon the said Land or the Project.[please include emcumbrances on the said land here

[Company]

[Allottee(s)]

for example facility form LIC]

- (E) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project;
- (F) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land are valid and subsisting and have been obtained by following due process of law. Further, the Company has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land and Building;
- (G) The Company has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (H) The Company has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project which will, in any manner, affect the rights of Allottee under this Agreement;
- (I) The Company confirms that the Company is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (J) At the time of execution of the conveyance deed the Company shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee
- (K) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

#### **10. TERMS OF PAYMENT**

- (A) The Allottee shall make all payments in time as per the Payment Plan and other applicable dues as may be demanded by the Company from time to time through A/c payee Cheque/Demand Draft in Favor of “**KV DEVELOPERS PRIVATE LIMITED**” Payable at Delhi only. All payments shall be subject to realization and the date of credit into the Company's bank account shall be deemed to be the date of payment. It shall be the obligation of the Allottee to ensure that each payment is made in such time that the amount due is credited into the said bank account on or before its due date. The Allottee also understands and agrees to be liable and responsible for all payments including any third-party payment made to the Company in respect of the Apartment.
- (B) In case the Allottee has opted for construction-linked Payment Plan, the Company, subsequent to time linked installments, shall send call/demand notices for installments at the address of the first-named Allottee available in the records of the Company by speed post/courier and such call demand notices shall be deemed to have been received by the Allottee within 7 (Seven) days of the dispatch by the Company.
- (C) In the case of any other payment plans, it shall not be obligatory on the part of the Company to send call/demand notices/reminders for payments as may be due from the Allottee as per the Payment Plan.
- (D) The Allottee may obtain finance from any financial institution/bank or any other lawful source but the Allottee's obligation to make timely payments for the Apartment pursuant to this Allotment Letter shall not be contingent up on the Allottee's ability, capacity or competence to obtain or continue to obtain such financing and the Allottee shall, regardless of any financing, remain bound under this Allotment Letter for fulfilling all obligations relating to the payment of all dues relating to the Apartment. The rights of the financial institution/bank shall be subservient or equivalent to the rights of the Allottee under this Allotment Letter and shall not be more or better than that of the Allottee. The Allottee agrees and understands that the Company shall not be under any obligation whatsoever to make any financial arrangement. The Allottee shall not omit, ignore, delay, withhold or fail to make timely payment due and payable to the Company in accordance with the Payment Plan on the grounds of non-availability or delay in sanction or disbursement of any bank loan or finance or for any reason whatsoever and if the Allottee fails to make timely payment due to the Company, then the Company shall have the right to terminate this Allotment Letter in accordance herewith.
- (E) Save and except in the case of any bank, financial institution or company with whom any agreement has been separately executed for financing the Apartment, the Company shall not be responsible towards any third party that has made payments or remittances to the Company on behalf of the Allottee and any such third party shall not have any right, title interest against the Apartment or under this Allotment Letter whatsoever. The Company shall communicate only with the Allottee and shall issue its payment receipts only in the name of and to the account of the Allottee.
- (F) The Allottee agrees that the Company shall adjust amount received from the Allottee first towards statutory levies and then towards interest on overdue installments and thereafter towards overdue installments or any other outstanding demand and finally, the balance if any, would be adjusted towards the installment or current dues.

#### **11. FOREIGN EXCHANGE MANAGEMENT ACT**

- (A) In case the Allottee is a resident outside of India, he shall solely be responsible for complying with the necessary requirements as laid down in the Foreign Exchange Management Act,1999 (“FEMA”), Reserve Bank of India Act,1934 and its rules and regulations or any statutory amendments, modification made thereto and all other applicable Law relating to remittance of payment, acquisition/sale/transfer or immovable properties in India and provide the Company with such documentary permissions and approvals which would enable the Company to fulfill its obligations under this Allotment Letter.

[Company]

[Allottee(s)]

## 12. ALTERATIONS/MODIFICATIONS IN THE LAYOUT PLAN AND DESIGN

- (A) The Allottee agrees and represents, that he has seen and fully satisfied himself / herself about the interest and the title of the Company in the said land on which the flat/unit as the part of a group housing scheme is being constructed and has understood all layouts designs, specifications, salient features, and common facilities etc. and all limitations and obligations in respect thereof and there are no more investigation or objection by the Allottee in this respect.
- (B) It is agreed that the Company shall make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act, by writing letter to the Allottee for consent. Provided that the Company may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- (C) The Company hereby confirms and undertakes that in case of Construction of any additional floor in the tower and if the Apartment allotted to the Allottee is on the existing top floor of tower, then in that case, the Allottee shall be given a preferential option to select an Apartment similar to the Apartment on such top floor provided that such option shall be exercised by the Allottee within thirty (30) days from date of intimation by the Company after which the allotment of the existing Apartment shall continue to remain binding upon the Allottee even though the Apartment may not anymore remain on the top floor of the Tower. If due to any reason including the change in the layout plan, any of the preferential location attribute(s) get(s) removed, then the Company shall be liable to refund only the amount charged for such preferential location attribute(s) if already paid by the Allottee, without any interest and such refund shall be adjusted in the final installment due from the Allottee immediately upon such determination being done. Similarly, if due to any reason including the change in the layout plan, the Said Plot acquires an additional preferential location attribute(s) then the Allottee shall be liable to pay for such additional preferential location attribute(s) as may be decided by the Company, within 30 days of demand made by the Company.
- (D) The Allottee understands and agrees that although every attempt shall be made by the Company to adhere to the size, location, specifications, and the Super Area of the Apartment, in the event of Changes as mentioned in herein, the Company shall intimate any revision in the Carpet Area/Super Area of the Apartment, the related PLC and other charges due to any such Changes in writing to the Allottee with the proportionate increase or decrease in the total Consideration based, however, upon the Basic Sale Price as mentioned herein. The Allottee shall be bound by any increase/decrease in the Super Area of the Apartment and the related increase/decrease in total Consideration. For any increase in total Consideration, the Allottee shall be liable to pay the same within thirty (30) days of receipt of the demand raised by the Company failing which the Allottee shall, without prejudice to any other right of the Company liable to pay interest for the period of delay in making such payment as per terms set out herein. In case of any decrease in the total Consideration, the applicable refund shall be adjusted in such proportionate amount from the subsequent installment due and payable to the Company as per the Payment Plan, as the Company may intimate in writing to the Allottee.
- (E) The Company shall confirm to the final carpet area / super area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area /super area . The total price payable for the carpet area shall be recalculated upon confirmation by the Company. If there is reduction in the carpet area then the Company shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Company may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement
- (F) In the event that any variation in the Carpet area or Super Area of the Apartment due to such Changes exceeds Five Percent (5%) of the carpet area or Super Area mentioned herein at any time prior to execution of Sub-Lease Deed and such variation is unacceptable to the Allottee, every attempt shall be made by the Company to offer the Allottee an alternate apartment of a similar size within the Group Housing Residential Complex subject to availability. In the event that such alternate Apartment is available and is accepted by the Allottee, the applicable total Consideration, including the PLC as may be applicable, for such alternate apartment shall be payable/refundable, as the case may be, at the Basic Sale Price mentioned herein and upon such acceptance, there shall be no claim, monetary or otherwise, against the Company nor shall otherwise any claim be raised in any manner whatsoever by the Allottee in this regard.
- (G) In the event the Allottee does not accept such alternate apartment and/or if there is no other apartment similar to the Apartment available within the Group Housing Residential Complex, the Allottee shall be refunded the amount received against the total Consideration within Thirty (60) days after deducting amount of non-refundable nature including any commission/brokerage/margin paid by the Company to Channel Partner (in case the booking is made by the Allottee through a Channel Partner). Such refund shall be made only after discharging any outstanding amount due to any bank/financial institution, in case the Allottee has paid any of the installments against total Consideration for the Apartment from any loan/finance obtained by the Allottee from any bank/financial institution due to which the bank/financial institution acquires a lien over the Apartment subject to the terms of this Allotment Letter. Upon such refund, there shall be no other claim, monetary or otherwise against the Company nor shall be otherwise any claim be raised in any manner whatsoever by the Allottee/Bank/financial institution. In cases of loan/finance, upon refund the Allottee hereby agrees to indemnify and keep harmless the Company against any action or claim by the bank/financial institution. Further, it is agreed by the Allottee that there shall be no objection to nor shall there be any claim, lien, of any nature whatsoever, on the Apartment and the Company shall be free to re-sell the Apartment regardless of the Allottee

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- accepting or declining the alternate apartment.
- (H) The Allottee understands and acknowledges that on account of changes as mentioned in clause 9(B) the Group Housing Residential Complex may not include the Apartment allotted to the Allottee. In such an event, the Allottee shall be offered an alternate apartment within the Group Housing Residential Complex. However, if there is no alternate apartment available or if available, is not acceptable to the Allottee, then the total Consideration received against the Apartment shall be refunded within a period of Ninety (90) days of such confirmation after deducting amount of non-refundable nature including any commission/brokerage/margin paid by the Company to Channel Partner (in case the booking is made by the Allottee through a Channel Partner). There shall be no other claim, whatsoever monetary or otherwise against the Company nor any claim or demand shall otherwise be raised by the Allottee.
- (I) The Allottee agrees that any refundable/payable amount would be at the rate per Sq. Ft. as mentioned in the Application/Booking/Allotment Letter.

### **13. MAINTENANCE OF THE GROUP HOUSING RESIDENTIAL COMPLEX**

- (A) The Allottee hereby agrees and undertakes that prior to taking possession of the said Flat/Unit, he shall enter into a separate Maintenance Agreement with the Company or maintenance agency appointed or nominated by the Company for the maintenance of the common areas of the Group Housing Residential Complex.
- (B) The Allottee undertakes to become a member of the "Flat/Unit Owner Association". The Allottee undertakes to abide by the terms and conditions of Maintenance Agreement as may be and promptly pay all demands, bills, charges as may be raised by the said association or Maintenance Agency from time to time, whether or not there is actual use of the maintenance services rendered by the Maintenance Agency.
- (C) In order to secure due performance of the Allottee in paying promptly the maintenance bills and other related costs and charges as may be raised by the Maintenance Agency, the Allottee agrees to deposit, as per the Payment Plan, and confirms and assures always to keep deposited with the Company/Maintenance Agency an Interest Free Maintenance Security ("IFMS") deposit calculated @ Rs.25/- (Rupees Twenty Five Only) per sq.ft.of the Super Area of the Apartment. The Company reserve the right to increase the IFMS from time to time in keeping with increase in cost of maintenance services and the Allottee agrees to also pay such increases within Thirty (30) days of such demand made by the Company/Maintenance Agency. The Company/Maintenance Agency may utilize a part of the IFMS for replacement of capital equipment installed in the Group Housing Residential Complex. In case of failure of the Allottee to pay the maintenance bills and other charges on or before the due date, the Company/Maintenance Agency shall have the right, in addition to deny maintenance services, to recover arrears from the amount of the IFMS against such defaults. On such adjustment of the IFMS, the Allottee hereby undertakes to make good the resultant shortfall in the IFMS immediately to the Company/Maintenance Agency. If the Allottee transfers or sells the Apartment to any third party, the Allottee shall not claim or demand the refund of IFMS or any part of the IFMS from the Company/Maintenance Agency. However, such third party may continue with the IFMS and would not be required to pay any further IFMS to the Company/Maintenance Agency subject to the provisions of this clause and other terms and conditions of this Allotment Letter.
- (D) The relationship between the Company and the Maintenance Agency shall be on a principal basis. The Company may join in the execution of the Maintenance Agreement though it shall not be liable or responsible for any act of commission or omission on the part of the Maintenance Agency and/or any other agencies employed or otherwise engaged by the Maintenance Agency for Maintenance of the Group Housing Residential Complex whether arising from the Maintenance Agreement or otherwise. The Maintenance Agreement shall be enforceable against the Maintenance Agency only and the Company shall not be responsible or liable for the same and the Allottee hereby agrees to keep the Company absolved and harmless of all liabilities in this respect at all times.
- (E) The Allottee shall permit supervisors and agents of the Company or Maintenance Agency to enter the Apartment at reasonable hours unless exigencies otherwise warrant (in which case the permission of the Allottee might not be necessary) for purposes of inspection or repairing any part of the Apartment or accessing the common services including ducting, wiring, cables, water supply, electricity, gutters, pipes, covers, connections and the like for purpose of maintaining, rebuilding, servicing, cleaning, installing or otherwise keeping in good order and condition all services pertaining to the Apartment and other occupants/owners in the Group Housing Residential Complex.
- (F) Maintenance charges shall be fixed by the Maintenance Agency based upon an estimate of the maintenance costs to be incurred for the Group Housing Residential Complex for every financial year and would be levied from the date of Notice of Possession regardless of the actual date of possession or otherwise and the Allottee undertakes to promptly pay the same. The estimates of the Maintenance Agency shall be final and binding upon the Allottee. The maintenance charges shall be recovered on such estimated basis on monthly or at quarterly intervals or as may be decided by the Maintenance Agency and reconciled against the actual expenses as may be determined at the end of the financial year and any surplus/deficit thereof shall be carried forward and adjusted in the maintenance bills of the subsequent financial year. The Allottee agrees and undertakes to pay all maintenance bills on or before the due dates as may be intimated by the Maintenance Agency.
- (G) The Allottee agrees that it shall have no objection to the Maintenance Agency appointed by the Company and shall not, either self or in association with other Allottee's appoint any other agency, till the Group Housing Residential Complex is

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complete and the Maintenance of the same has been handed over to the RWA. However, the Company shall strive to appoint a Maintenance Agency of repute and reserves its right to change the agency at its sole discretion, in case the services being rendered by the said Maintenance Agency are found deficient by the Company.

- (H) It is understood by the Allottee that the internal maintenance of the Flat/Unit and also its insurance shall always remain the responsibility of the Allottee.

#### 14. POSSESSION OF THE FLAT/UNIT

- (A) The possession of the respective Flat/Unit shall be made only on the payment of the entire amount stipulated and only on receipt of the completion/occupancy certificate from the statutory and other authorities.
- (B) THAT the physical possession of the Flat/Unit will be given after execution of the Sub-Lease Deed and until a Sub-Lease Deed as permissible in law is executed & registered, the company shall continue to be the owner of the flat/unit and also the construction thereon and this allotment shall not give to the Allottee(s) any right or title or interest therein even though all payment have been received by the company. The company shall have the first lien and charge on the flat/unit for all its dues that may become due and payable by the Allottee(s) to the company.
- (C) That the Allottee agrees and undertakes to take Tower wise possession of the said Flat/Unit within the time stipulated by the Company in the notice by executing necessary indemnities, as and when offered.
- (D) The Company, based upon its present plans and estimates, and subject to all exceptions and Force Majeure, proposes to handover possession of the Apartment by \_\_\_\_\_ ("Commitment Period"). If the possession of the Apartment is not given within the Commitment Period, the Allottee agrees to an extension of one Hundred and Eighty (180) days ("Grace Period") after expiry of the Commitment Period. In case of failure of the Allottee to make timely payment of any of the installments as per the Payment Plan, along with other charges and dues as applicable or otherwise payable in accordance with the Payment Plan or as per the demands raised by the Company from time to time in this respect, despite acceptance of delayed payment along with interest or any failure on the part of the Allottee to abide by any of the terms and conditions of this Allotment Letter, the time periods mentioned in this clause shall not be binding upon the Company with respect to the handing over of the possession of the Apartment.
- (E) That a written Notice of Possession will be sent to the Allottee and a "Fit-out-Period" of \_\_\_\_\_ days will commence from the date of Notice of possession. The said "Fit-out-Period" is in order to facilitate the Allottee to communicate exact date by which he will be taking physical possession of Flat/Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Sub-Lease Deed/Transfer Deed etc. The installation of sanitary-ware, wash basin, kitchen, sink, hardware accessories, final touch of paint etc. will be done during said "Fit-out-Period" only, which will take around \_\_\_\_\_ days for an individual Flat/Unit.
- (F) That if there is delay in handing over possession of Flat/Unit after expiry of "Fit-out-Period" due to any other reason(s), the Company agree to pay the Allottee first-named in the Allotment Letter or to the transferee, as the case may be, subject to the Allottee/transferee not being in default under any term of this Allotment Letter, delayed possession charges Option 1 : at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment / Option 2 : @ \_\_\_\_\_ % per month in respect of said Flat/Unit for delayed period only (commencing from the date of expiry of "Fit-out-Period" ) provided that the Allottee has completed all his obligations under this agreement and all due installments from the concerned Allottee were received in time and he has complied with requisite formalities viz. obtaining NOC from the Account Department of the Company, registration of Sub-Lease Deed/Transfer Deed.

#### 15. REGISTRATION AND EXECUTION OF SUB-LEASE-DEED

- (A) It is acknowledged and understood by the Allottee that possession of the Flat/Unit shall be handed over on execution of the tripartite Sub-Lease Deed between Greater Noida Industrial Development Authority, Company and the Allottee as per the stipulations of Lease Deed/Sub-Lease Deed and after the receipt of all the dues, documentation and on fulfillment of conditions as stipulated in the this Allotment Letter and after transfer of title as permissible in law. If the physical possession is not taken over at site within \_\_\_\_\_ days of Notice of Possession, the Company may in its discretion cancel the allotment and refund the amount received after deducting the Booring Money without interest, or in alternate charge holding charges (in addition to Maintenance charges) @ Rs. \_\_\_\_\_-per sq. ft. per month for the period of delay in taking the possession. The Allottee acknowledges that the charges stipulated here are just, fair and reasonable.
- (B) That the Sub-Lease Deed/Transfer Deed of the Flat/Unit shall be executed in favor of the Allottee subject to receipt of entire payment and dues including, but not limited to, interest on delayed payment and other charges as reserved herein along with compliance of all other terms and conditions of this Allotment Letter by the Allottee.
- (C) The registration charges including cost of stamp papers, documentation fees, official fees and other informal charges and expenses for registration of Sub-Lease Deed shall be borne by the Allottee.
- (D) Subject to above compliances by the Allottee, Sub Lease Deed will be executed within 3 months of receipt of Occupancy Certificate,

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## 16. ASSIGNMENT AND TRANSFER OF RIGHTS

- (A) This Allotment or any interest of Allottee in this Allotment Letter shall not be assigned by the Allottee without prior written consent of the Company which consent may be given or denied by the Company at its sole discretion and shall be subject to applicable laws and notifications or any policy of Greater Noida Industrial Development Authority or any other government directions as may be in force.
- (B) The Company may permit request from the Allottee for assignment/transfer of this Allotment Letter on a case-to-case basis subject always to rectification of breaches, if any, of the terms and conditions of this Allotment Letter, Payment of any outstanding dues and/or administrative charges, as may be determined by the Company from time to time for fulfillment of such request, as well as execution of appropriate collateral documentation by the Allottee and the proposed assignee(s)/transferee(s) in the standard formats of the Company and to its satisfaction. If the Allottee has obtained finance/loan against the Apartment from any financial institution/bank, then a No Objection Certificate/letter by such financial institution/bank shall be submitted to the Company, permitting/consenting to the requested assignment/transfer by the Allottee.
- (C) However, in the event of transfer/assignment by the Allottee to any **immediate family member**, viz., spouse and/or children, no administrative charges shall be levied. It is also specifically agreed by the Allottee that for the transfer/assignment of the Apartment by the Allottee to any other family member no such waiver of administrative charges shall be claimed or allowed.
- (D) In the event that any request for assignment/transfer of rights under this Allotment Letter is permitted by the Company, it shall always be subject to applicable laws, rules, regulations and directions of the Government Authority and/or statutory authority. The Allottee hereby indemnifies and undertakes to keep the Company saved, indemnified and harmless at all times from any legal, monetary (including liability for any tax, penalty or duties), or any other adverse consequence whatsoever on account of such permission being granted by the Company upon request of the Allottee.
- (E) Under no circumstance shall permission for assignment/transfer of rights under this Allotment Letter be granted on any request made by the Allottee once the payment relating to possession of the Apartment have been made in full. However, pursuant to such possession and fulfillment of the terms and conditions of this Allotment Letter, the Allottee shall have the right to transfer/assign the Apartment or deal with such Apartment in any manner as the Allottee may decide provided that such transfer is consistent with the internal purpose, meaning and terms of this Allotment Letter.
- (F) In the event of the transfer/assignment of the Allottee's rights under the Allotment Letter in favor of any transferee/assignee, such transferee/assignee shall in turn be bound by the terms and conditions stipulated herein and the letter of allotment or any other document executed in this respect by the Allottee as if the same had been ab initio executed by such transferee/assignee. Any claim or dispute between the Allottee and such transferee/assignee as a result of Changes as described herein will be settled inter se between them and the Company shall not be a party to the same under any circumstance. The Allottee further agrees to be entirely responsible and liable for all legal, monetary and other consequences that may arise from such transfer/assignment of the Apartment/Allotment. In the event there are any Government Orders, or any statutory notifications which restrict the transfer/assignment of the Apartment/Allotment, the Company as well as Allottee shall be bound to comply with such statutory notification or Government Orders as the case may be.
- (G) Subject to above, in case of transfer / endorsement / assignment / change in name of provisional Allotment of Flat/Unit, a processing fee shall be charged by the Company at prevailing time for the total Consideration (including Basic Sale Price & other charges as payable under this Allotment) and the same shall be payable by the applicant to the Company at the time of submitting application for such transfer /endorsement / assignment / change in name etc. However first transfer request will be entertained after receipt of 30% Basic Sale price and / or inclusion of name of spouse as co-applicant shall be free of any charges.
- (H) The Flat/Unit Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transactions as referred above. Any purported transaction by the Allottee in violation of this Allotment Letter shall be default on the part of Allottee entitling the Company to cancel this Allotment and to avail of remedies as set forth in this Allotment Letter including recovery of possession of the Flat/Unit in case the same has been delivered.

## 17. PROVISIONS OF ALLOTMENT LETTER APPLICABLE ON OCCUPIERS/SUBSEQUENT ALLOTTEE

- (A) It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Flat/ Unit / Tower / Group Housing Residential Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licenses and / or subsequent Allottee / assignee(s) of the said Flat/Unit (irrespective of the fact that the occupation by such person is hostile) as the said obligations go along with the said Flat/Unit for all intents and purposes.

## 18. NO CLAIM FOR NON-COMPLIANCE ONCE POSSESSION TAKEN

- (A) The Allottee after taking possession of the said Flat/Unit or receiving deemed possession, shall have no claim against the Company in respect of any item or work in the said Flat/Unit, which may be said not to have been carried out or completed or for non-compliance of any designs, specification, building material or any other reason whatsoever.

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- (B) And whereas saving and expecting the particular Flat/Unit allotted, the intending Allottee shall have no claim or right of any nature or kind whatsoever in respect of unsold Flats/Units, open spaces, lobbies, stair cases, lifts, terraces, roofs, spaces for commercial/recreational facilities, club, parks, party hall, basements, swimming pool with changing rooms, guest house, parking spaces (excepting what has been allotted by an Allotment to intending Allottee or tot-lots, space for public amenities, shopping centre's or any other space not allotted to him, which shall all remain the property of the company for all times unless the company decides to dispose them off subject to right of the intending Allottee, as mentioned hereinafter and the Company can lease out the vacant Flat/Unit or the complete block of the Flat/Unit as a whole or in part to one or more person(s)/company(s)/institution(s) whatsoever for short term or long term.
- (C) That the Allottee hereby agree that in case during the course of construction/or after the completion of the Group Housing Residential Complex/Tower/Block, further construction on the Plot becomes permissible, then the Company shall have the sole right to take up or complete such further construction as belonging to the Company notwithstanding the designation and allotment of any common areas as limited common area or otherwise. It is agreed that in such a situation, the proportionate share of the Allottee in the common areas and facilities and limited common areas and facilities shall stand varied accordingly.

#### **19. CONTINUITY OF OTHER CONSTRUCTION WORK**

- (A) That the Allottee agrees, and undertakes that he shall, after taking possession or receiving deemed possession of the said Flat/Unit as the case may be, or at any time thereafter, have no objection to the Company constructing or continuing with the construction of the other building(s) adjoining the Flat/Unit allotted to the Allottee.

#### **20. RIGHT OF THE COMPANY TO MAKE ADDITIONAL CONSTRUCTION**

- (A) The Company shall have the right to make additional construction, whether on account of increase in Floor Area Ratio ("FAR") or better utilization of the land or for any other reason anywhere in the said Project and/or the Land, to the extent permissible by the Government Authority or by the Greater Noida Industrial Development Authority. The Company shall have the absolute and unfettered right to transfer/assign such additional construction in any manner whatsoever as the Company may consider fit without any claim, interference, hindrance, obstruction or impediment from the Allottee. The Allottee agrees that the Company, at its cost, shall be entitled to connect the said Project's utilities such as electricity, potable water and drainage/sewage system to such additional construction.

#### **21. COMPANY'S CHARGE/LIEN ON SAID FLAT/UNIT**

- (A) The Allottee agrees that until a Sub-Lease Deed is executed and registered, the company shall continue to be the owner of the Flat/Unit and also the construction thereon and this allotment shall not give to the Allottee(s) any right or title or interest therein even though all the payments have been received by the Company. It is further clarified that the Company is not constructing any Flat/Unit as a contractor of the Allottee(s) but on the other hand Company is constructing the said Project as its own and the sale shall be deemed to have take place only, after the actual completion construction/finishing/ handing over of the flat and the execution of the Sub-Lease Deed. The Company shall have the first lien and charge on the Flat/Unit for all its dues that may/become due and payable by the Allottee(s) to the Company.
- (B) 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 said Project from the Banks/Financial Institutions after mortgaging the Flat/Unit of the said Project, however the Sub-Lease Deed in respect of the said Flat/Unit in favour of Allottee(s) will be executed and registered free from all encumbrances at the time of registration of the same, relating to flat qua Builder.
- (C) That the Flat/Unit Allottee agrees that the Company shall have the first charge/lien on the said Flat/Unit for the recovery of all its dues payable by the Flat/Unit Allottee under this Allotment and such other payments as may be demanded by the Company from time to time. Further the Flat/Unit Allottee agrees that in the event of his failure to pay such dues as aforesaid, the Company will be entitled to enforce the charge by selling the said Flat/Unit to recover and receive the outstanding dues out of the sale proceeds thereof.
- (D) The Flat/Unit Allottee hereby authorizes and permits the Company to raise finance from any Financial Institution / Bank by way of mortgage / charge / securitization / receivable or in any other mode or manner by charge / mortgage of the said flat/unit/ Tower / said Project.
- (E) No request for any changes whatsoever in the flat/unit from the Allottee(s) shall be entertained.

#### **22. RIGHTS OF ALLOTTEE IN OWN FLAT/UNIT & COMMON AREAS**

- (A) That the Allottee shall get exclusive possession of the built-up area of his Flat/Unit and will be transferred the title of said area along with impartible and undivided proportionate share, in the land area underneath his block/tower. The Allottee shall have no ownership right in the remaining part of the said Project such as club, swimming pool, open spaces, parks, parking, tot-lots, public amenities, shopping centers and other facilities and amenities except the right of ingress and outgress in the common areas like corridors, staircase, lobby, lift area and approach road. These and the land for other common facilities shall remain the property of Company and subject to these, the Allottee shall be governed by the U.P.

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Unit Ownership Act, 1975 or by the U.P. Apartments Act. 2003, U.P. Apartments Act, 2010 Real Estate Development & Regulation Act, Rules and Notifications, and/or the policies and regulations of Greater Noida Authority or any other competent authority(s). The right of usage of common facilities by the Allottee is subject to, execution and observance of the maintenance agreement and observance of covenants contained herein.

**23. OBLIGATIONS OF ALLOTTEE**

(A) That subject to his right as mentioned above, the Allottee hereby covenants with the Company that from the date of the receipt of the notice of possession / possession notice of the Flat/Unit or the date of receiving deemed possession, as provided herein before, he shall, at his own cost, keep the said Flat/Unit, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure / safety of the premises is in no way damaged or jeopardized. He shall neither himself do nor permit or suffer anything to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority.

**24. PERMITTED USE OF THE FLAT/UNIT**

(A) That the Allottee agrees not to use the said Flat/Unit or permit the same to be used for purpose other than for residential purpose or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Flat/Unit in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Flat/Unit which tend to cause damage to any flooring or ceiling of any Flat/Unit over or below or adjacent to his Flat/Unit or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.

**25. DUTY TO MAINTAIN Structural Stability, UNIFORMITY & IDENTITY OF GROUP HOUSING RESIDENTIAL COMPLEX**

(A) It is admitted, acknowledged and so recorded by and between the parties that the Allottee shall under no circumstances will, not be allowed to carry out any change whatsoever in the elevations, Balconies, external facade and/or outer colour scheme. This provision shall be applicable even after handing over of the physical possession and execution of Sub-Lease deed. In case of non compliance of this provision by the Allottee the Company without any formal notice shall be at liberty to restore the original elevations and / or outer colour scheme. This shall be get done at the cost and risk of the Allottee.

(B) That the Flat/Unit Allottee agrees that he shall not fix/install the Air Conditioners/Air Coolers or any other equipments at any place other than the spaces earmarked/provided for the said Flat/Unit and shall not design or install or open them in the inside passages, common areas or in the staircases. The Flat/Unit Allottee further ensures that no water shall drip from the said Air Conditioners/Air Coolers or the like equipments in a way which may cause inconvenience to other Flat/Unit Allottee/Occupants in the said Project.

(C) The Allottee further agrees, undertakes and guarantees that he will not display any signboard/nameplate/neon lights signs, hanging clothes and flower pots on the external façade of the building/Tower/said Project or anywhere on the exterior of the building or the common areas. The Allottee further undertake as follows:

- i) That he will not remove any load bearing wall of the said Flat/Unit.
- ii) That he shall not distribute the electrical load in the said Flat/Unit in compliance with the electrical system installed by the Company or its Maintenance Agency.
- iii) That he will not change any interior of the said Flat/Unit except by the prior written sanction of the Company.
- iv) The Allottee agrees and acknowledges that he shall be solely/jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.
- v) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. However the Liability of the Company is subject to Natural deformities and also Allottees / association of allottees, ensuing that they do not cause any damage to the structure due to any act or omission of any act on their part. Similarly the Aslottes /a association of allottees will ensure the Maintenance of the Other equipment's including but not limiting to Lifts, genertores, ..... ,,,,,,, through reputed original suppliers / their authorized representatives / reputed maintenance agencies.
- vi)

[Company]

[Allottee(s)]

## **26. COMPLIANCE OF ALL APPLICABLE LAWS AND NOTIFICATIONS**

- (A) That the Allottee hereby undertakes to abide by all laws, rules and regulations of Government, Greater Noida Industrial Development Authority, Real Estate Development & Regulation Act, Rules and Notifications and / or any local authority from time to time or any other laws as are applicable to the said Flat/Unit from time to time. That the Allottee hereby agrees that he/she/they shall comply with and carry out from time to time after he has been put in possession or deemed possession of the Flat/Unit, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Greater Noida Industrial Development Authority, Municipal Authority, Government or any other competent Authority(s) in respect of the said Flat/Unit and the land on which the said Building is situated at his own cost and keep the Company indemnified, secured and harmless against all costs, requisitions, demands and repairs from the date of notice and in case of a consolidated demand, it is to be paid by all the Allottee in proportion to the super area of their respective Flat/Unit. Any taxes, levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed by the Allottee to the Company and the same shall be payable on demand.

## **27. GENERAL TERMS AND CONDITIONS**

- (A) Wherever this Allotment Letter stipulates that the Allottee has to make any payment along with the other allottee in the Tower/Group Housing Residential Complex, the same shall be in such proportion as the Super Area of the Unit/Flat/Apartment bears to the total super area of all the apartments in the Tower/Group Housing Residential Complex as the context may require.
- (B) The Allottee agrees that the Company shall have the right to transfer / assign the ownership rights in the Group Housing Residential Complex or its right under the Development Agreement, as the case may be, in whole or in part to any entity by way of sale/merger/amalgamation or otherwise as may be decided at the discretion of the Company without any intimation, written or otherwise or any information or notice to the Allottee and the Allottee shall not raise any objection or dispute at any time in this regard.

## **28. NOTICES**

- (A) It shall be the responsibility of the Allottee to inform the Company in writing by Registered/Speed Post A.D. about any subsequent changes in his/her correspondence address, if any, failing which all communication/notices etc. sent by the Company at the first address as mentioned by the Allottee in the Application Form or at the last known address as informed by the Allottee, as the case may be, shall be deemed to have been received by the Allottee.
- (B) In case of the joint Allottees, all communications/notices shall be send by the Company to the Allottee whose name appears first and at the address given by him/her shall for all purposes be considered/deemed to have been received by all the Allottees and no separate communication shall be necessary to the other joint Allottees.

## **29. PLACE OF EXECUTION**

- (A) After receipt of the copies of the Allotment Letter, duly signed by the Allottee, the Company shall sign this Allotment Letter and execution of this Allotment Letter will be completed after such signature by the Company at its office. Hence this Allotment Letter shall be deemed to have been executed at the office of the Company even if the Flat/Unit Allottee may have executed this Allotment Letter at any other place(s) other than above.

## **30. WAIVER NOT A LIMITATION TO ENFORCE**

- (A) The failure on the part of the Company, to enforce at any time or for any time or for any period of time, an of the provisions, singly or collectively, hereof shall not be construed to be waiver of any provision(s) or of the right(s) thereafter to enforce each and every provision.

## **31. Miscellaneous Terms**

### **(A) SEVERABILITY :**

If any provision or part thereof of this Allotment Letter is determined to be void or unenforceable under applicable law, such provision or such part thereof shall be deemed amended or deleted insofar as reasonably consistent with the purpose of this Allotment Letter and to the extent necessary to conform to applicable law and the remaining unaffected part of such provision and all other provisions of the Allotment Letter shall remain valid and enforceable as applicable at the time of execution of this Allotment Letter.

### **(B) ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the

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subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

**(C) PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT/ ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Flat / Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Flat / Unit, in case of a transfer, as the said obligations go along with the Flat / Unit for all intents and purposes.

**(D) WAIVER NOT A LIMITATION TO ENFORCE:**

The Company may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Company in the case of one Allottee shall not be construed to be a precedent and /or binding on the Company to exercise such discretion in the case of other Allottees.

Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**32. FORCE MAJEURE**

- (A) The Company shall not be held responsible or liable for not performing any obligation/undertaking provided under this Allotment Letter if such performance is prevented, delayed or hindered by any act not within the reasonable control of the Company or due to Force Majeure circumstances. The Company shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions including but not limited to any legislation, orders or rules or regulations made or issued by the Govt. and/or any other authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Plot / Said Colony or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit / writ before a Competent Court and accordingly the time period required for performance of its obligations by the Company shall stand extended. If in the opinion of the Company the above stated Force Majeure conditions continue for a considerable time, then the Company may in its sole discretion put the development of the said Project in abeyance and/or terminate/alter/vary the terms and conditions of this Allotment Letter. In case of termination, the Allottee shall be entitled to refund of the amounts deposited/paid by the Allottee, without any interest or compensation whatsoever, provided the Allottee is not in breach of any of the terms of this Allotment Letter.

**33. OBSTRUCTION/STOPPAGE IN WORK**

- (A) The work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the said Project for any reason whatsoever.

**34. ARBITRATION**

- (A) Any and all disputes connected or arising out of this Allotment Letter or touching upon or in relation to the terms of this Allotment Letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties hereto shall be resolved through the process of arbitration. The arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory amendments/modifications thereof for the time being in force and shall be conducted by a sole independent arbitrator to be appointed by the Company, whose decision shall be final and binding upon the Parties hereto. The venue of the arbitration proceedings shall be at any place specified by the Company in Noida. The language of the arbitration proceedings shall be English. The provisions related to Arbitration as mentioned herein shall supersede any or all other arbitration agreements/clauses that may exist by and between the Parties. The Parties shall bear their respective costs of the arbitration.

**35. APPLICABLE LAW & JURISDICTION**

- (A) The rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India.
- (B) The Courts at Ghaziabad, Uttar Pradesh, to the exclusion of all other courts in India shall alone have exclusive jurisdiction in all matters arising out of, touching and/or concerning this Allotment Letter and the arbitration proceedings there under and in case a future reference is required to be made to any Appellate Higher Courts/Authority, the same

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shall be of such appropriate jurisdiction as applicable to the Courts of Ghaziabad, Uttar Pradesh.

**Witnesses**

**FOR M/s K V Developers Pvt. Ltd.**

1.

**Allotee(s)**

2.

**Transfer/Assignment/Endorsement (1<sup>st</sup>)**

With regard to right of Transfer / Assignment / Endorsement and upon specific request of Transfer / Assignor / Endorser, Transfer / Assignment / Endorsement is made in favour of

Mr./Mrs./Ms. \_\_\_\_\_, S/o, D/o, W/o \_\_\_\_\_

\_\_\_\_\_ R/o \_\_\_\_\_

\_\_\_\_\_

and

Mr./Mrs./Ms. \_\_\_\_\_, S/o, D/o, W/o \_\_\_\_\_

\_\_\_\_\_ R/o \_\_\_\_\_

[Company]

[Allotee(s)]

Subject to the condition that he/she/they shall comply with all the terms and conditions of this Allotment Letter.

For K V Developers Pvt. Ltd.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Authorised Signatory

**Transfer/Assignment/Endorsement (2<sup>nd</sup>)**

With regard to right of Transfer / Assignment / Endorsement and upon specific request of Transfer / Assignor / Endorser, Transfer / Assignment / Endorsement is made in favour of

Mr./Mrs./Ms. \_\_\_\_\_, S/o, D/o, W/o \_\_\_\_\_

\_\_\_\_\_ R/o \_\_\_\_\_

and

Mr./Mrs./Ms. \_\_\_\_\_, S/o, D/o, W/o \_\_\_\_\_

\_\_\_\_\_ R/o \_\_\_\_\_

Subject to the condition that he/she/they shall comply with all the terms and conditions of this Allotment Letter.

For K V Developers Pvt. Ltd.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Authorised Signatory

**ANNEXURE "A"**

**PAYMENT PLAN**

Unit/Flat No.	:	_____
Booking Date	:	_____
Allottee(s) Name	:	_____
Super Area (In Sq. Ft.)	:	_____
Total Basic Price @ _____ per sq.ft.	:	_____
Total PLC Charges	:	_____

[Company]

[Allottee(s)]

