

ALLOTMENT LETTER

To,
Mr. / Ms. ROOPANTI RAO

Sub: Allotment Letter for Flat in the Residential Project known as " NIRVANA HEIGHTS " at Plot No. 1-4, F-39, Khasra No-210, Vill- Anaura , Lucknow.

This has reference to your application dated 16-10-2016 submitted to M/s. Eartheze Infraheights Private Limited , a Company incorporated under the Companies Act, 1956 having its Corporate Office at (address of the company), Trinity Square Building,1st Floor, Badshah Nagar Chauraha, Faizabaad Road, Lucknow, Uttar Pradesh, India' and registered office at Trinity Square Building,1st Floor, Badshah Nagar Chauraha, Faizabaad Road, Lucknow, India' (hereinafter referred to as the "Company") for allotment of a Flat in the Residential Project known as " NIRVANA HEIGHTS" (hereinafter referred to as said "Project") proposed to be developed on land situated at Anaura,Lucknow, U.P. (hereinafter referred to as the said "Land").

In response to your application dated 16-10-2016 the Company hereby provisionally allots to you (hereinafter you shall be referred to as the "Allottee" which expression, unless repugnant to the context, shall mean and include his/her/their heirs, legal representatives, successors, administrators, executors, transferees, assignees etc.) Flat NO. **GF5** having built-up area of approx **480sqft.** on the **Floor.** (herein after referred to as "said Unit / Flat ") in the said Project proposed to be developed / constructed on the said Land. The allotment is subject to terms and conditions contained in the application form submitted by you requesting for the provisional allotment of flat in the aforementioned project of the company. As agreed upon the terms and conditions mentioned in the application are binding on the parties (Company and the Allottee) and the additional terms and conditions agreed between the parties are herein detailed below:-

1. The Allottee agrees that he has applied for allotment of said Unit with full knowledge of all the laws / notifications and rules applicable to the area in general and said Project named as " NIRVANA HEIGHTS " in particular which have been explained by the Company and

understood

by him. The Allottee agrees that this is only a provisional allotment of flat in his favour and the final

allotment shall be made and confirmed by a formal Agreement to sell / Sale-deed on Company's standard format containing the terms and conditions contained herein shall be executed by and between the parties.

2. The Allottee has seen the relevant documents / papers and is fully satisfied that title of the Company to the said Land is marketable and that the Company has right and authority to develop and construct the said Project on the said Land and to sell specific flat (s) there at to any party (s) under the terms and conditions mentioned in the Sanction Letter issued by the concern authority.
3. That the allottee confirms to have knowledge that the brochures / pamphlets (advertisement material) provided to him / her / them by the company are of tentative nature and the final product may vary.
4. The Allottee agrees that he shall pay the price of the said Unit / Flat and other charges calculated on the basis of super built-up area, which is understood to include pro rata share of the common areas in the Project. It is further understood and agreed by the Allottee that the super built-up area given in this Allotment Letter is tentative and subject to change upon approval of final building plan (s) and /or on completion of construction of the Project. The intending Allottee agrees that amount relating to any increase or reduction in the built-up area of the said Unit shall be payable or refundable (without any interest) at the rate per Sq. ft as mentioned in this Allotment Letter.
5. The Allottee specifically agrees to pay directly or if paid by the Company then reimburse to the Company on demand, Govt. rates, property taxes, Wealth Tax, taxes of all and any kind by whatever name called leviable in future on the said Land and / or Project constructed on the said Land or the said Unit / Flat as the case may be, as assessable / applicable from the date of offer of possession / actual possession of flat / sale-deed, whichever is earlier, of the said Unit / Flat to the Allottee and the same shall be borne and paid by the Allottee in proportion to the super built-up area of the said Unit to the super built-up area of all the Units / Flats in the said Project as determined by the Company.
6. It shall be an essential condition of allotment that the use of the said Unit / Flat shall always be used for residential purpose. Any change in the specified use, which is not in consonance with the theme of the said Project or is detrimental to the public interest will be treated as a breach of the terms of Allotment, which entitles the Company to cancel the allotment and forfeit the entire amount deposited by the Allottee. Thereafter, the Allottee shall not have any right, title or interest in the said Unit / Flat allotted to him.
7. Subject to other clauses herein, the Company has allotted to the Allottee a Flat NO. **GF5** having built-up area of approx **480 sqft.** on the **Floor.** (herein after referred to as "said Unit") in the said Project proposed to be developed / constructed as per plans and specifications inspected, seen and agreed by him for a 'Basic Sale Price' of flat plus 'Additional Charges' plus 'Interest Free Maintenance Security' plus 'Extra Work Charges' (Only on written request of the allottee and advance payment of Extra Cost) and Service / Other Taxes as applicable to the said Unit (as mentioned in the clause no. 9 of this allotment letter).
8. The Allottee hereby agrees to adhere / comply with all building bylaws, guidelines, rules and regulations of the Competent Authorities of the said Unit and not to change the existing elevation / design of the said unit. The Allottee hereby undertakes not to carry out any

construction work in the vacant area of the flat (Balconies / Other External Area). The Allottee

further undertakes to be responsible and liable for any violation / deviation of the sanctioned plan, building bylaws, guidelines etc. of the Competent Authority and agrees to indemnify the Company for all losses, damages etc. in this connection.

9. The detail of 'Basic Sale Price' plus 'Other Charges' and 'Interest Free Maintenance Security' along with the Service / Other Taxes (as applicable) payable by the Allottee to the Company is enclosed as 'Cost-Sheet/Payment Schedule' with this Allotment Letter. 'Cost-Sheet/Payment Schedule' signed by both the parties will be considered as the part of this allotment letter and binding on both the parties. This consolidated value shall be treated as 'Sale Price'.
10. The cost of the said Unit / Flat is escalation-free, save and except increases, which the Allottee hereby agrees to pay due to increase in super built-up area, Government rates, taxes, cesses etc. and / or any other charges which may be levied or imposed by the Government/statutory authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit / Flat / said Project requiring the Company to provide pollution control devices, effluent treatment plant etc., in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee in proportion to the super built-up area of his Unit / Flat to the super total built-up area of all the Units in the said project as and when demanded by the Company.
11. The Allottee hereby agrees to pay the 'Preferential Location Charges' for preferential location / 'Other Charges' in a manner and within the time as stated in the Point no. 9 of this Allotment Letter.
12. The Allottee shall make all payments in time in terms of schedule of payments as mentioned above and as has been agreed between the parties without any reminders from the Company through A/c Payee Cheque(s) / Demand Draft(s) in favour of " **M/s. Eartheze Infraheights Private Limited** ". The receipt of payment shall be issued by the Company in the name of first Allottee (in case the said Unit / Flat is allotted to joint Allotees) irrespective of payment received from any other person.
13. Timely payment of installments and other allied charges indicated herein is the essence of this allotment. It shall be incumbent on the Allottee to comply with the terms of payment and the Allottee has agreed that the Company is under no obligation to send reminders for payments. If payment is not received by the Company within the period as indicated in the Payment plan opted by the Allottee or if there is any other breach of the terms of this Allotment Letter, then this Allotment may be cancelled without prior notice of the same by the company to the Allottee or its nominee.
14. The Allottee has agreed that out of the amount paid / payable by him for the said Unit / Flat allotted to him, the Company shall treat 20 % of sale consideration (as mentioned in clause no. 9 of this allotment letter), as earnest money to ensure fulfillment, by the Allottee, of all the terms and conditions as contained in the Letter of Allotment.

15. In the event of the failure of the Allottee to perform his obligations or fulfill all the terms and conditions set out in the Letter of Allotment, the Allottee hereby authorizes the Company to forfeit out of the amounts paid by him, the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable and the allotment of the said Unit / Flat shall stand cancelled (However, in exceptional circumstances the Company may, in its absolute discretion, condone the delay in payment by charging penal interest at the rate of 2 % per month on the amount outstanding upto 3 months delay from the due date of outstanding). The amount, if any, paid over and above the earnest money shall, however, be refunded to the Allottee by the Company without any interest with deduction of 20 % of the 'Sale Price' of the allotted flat (as mentioned in the clause no. 9 of this allotment letter) afterre-allotment of the said Unit / Flat and after compliance of certain formalities by the Allottee.
16. In case of non-payment of three consecutive installments or more / delay in payment formore than 90 days from the schedule mentioned and agreed in the 'Allotment Letter / Flat Buyers Agreement / Agreement to Sell', the promoter / developer shall have right to cancel the allotment without further notice to the Allottee(s).
17. The Allottee(s) shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition / sale / transfer of immovable properties in India etc. and provide the Company with such permissions, approvals etc. which would enable the Company to fulfill its obligation's under this Letter of Allotment. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable laws / guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and / or its rules as amended from time to time and other applicable laws. The Company accepts no responsibility in this regard.
18. Unless a Agreement to Sell is executed and registered, the Company shall continue to have all authority over the said Unit / Flat and all amounts paid by the Allottee under this Allotment shall merely be a token payment for purchase of the allotted Unit / Flat and shall not give him any lien or interest in the said Unit until he has complied with all the terms and conditions of this Allotment and Conveyance of the said Unit / Flat has been executed and registered in his favor. However, the Allottee may obtain finance from any financial institution / bank or any other source for purchase of the said Unit / Flat but the Allottee's obligation to purchase the said Unit / Flat pursuant to this Agreement shall not be contingent on the Allottee's ability of competency to obtain such financing and the Allottee will remain bound under this Agreement.
19. This allotment is subject to the terms and conditions of sanction of layout plan and / or licenses issued by Lucknow Development Authority, Lucknow or any other authorities in respect of the said Unit / Flat said Project to the Company. The change if any, by the said authority(ies) are binding on the company and the Allottee hereby accepts and agrees to abide by the same.
20. The Allottee shall not be entitled to get the name(s) of his nominees(s) substituted in his place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payments of administrative charges as mentioned in the 'Application Form'. Any change in name (including addition/deletion) of the Allottee will be deemed as substitution for this purpose.

21. Any liability aroused / imposed on the company by Government Authority / Third Party, due to transfer of flat will be payable by the Allottee(s) only.
22. The Company shall complete the construction of the Unit / Project within 36 months from the date of signing of this Allotment Letter by the Allottee or within an extended period of six months, subject to force majeure conditions [as mentioned in Clause (b) hereunder] and subject to various Unit / Flat Allotees making timely payment and subject to any other reasons beyond the control of the Company. No claim by way of damages / compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Unit / Flat to the Allottee.
23. The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Letter of Allotment if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Company. Further the Company shall not be held liable for any delay in delivery of possession of the said Unit / Flat to the Allottee (s) if the delay is caused due to carry out any alternate/ additional work demanded by the Allottee(s) in the said Unit at any point of time during construction of the said Unit / Flat.
24. The Company shall offer in writing to the Allottee (any one in case of multiple allottees) to take over, occupy and use the said Unit / Flat. Within 45 (Forty five) days from the date of issue of such notice, the Company shall hand over the said Unit / Flat to the Allottee for his occupation and use subject to the Allottee having complied with all the terms and conditions of this Letter of Allotment and is not in default under any of the terms and conditions and has complied with all the provisions, formalities, documentation etc. as may be prescribed by the Company in this regard. Upon receiving a written intimation from the Company in terms of aforementioned Clause, the Allottee shall within the time stipulated by the Company in the notice, take over the said Unit / Flat from the Company by executing necessary indemnities, Undertakings and such other documentation as the Company may prescribe and the Company shall after satisfactory execution of such documents and payment by Allottee of all the dues, permit the Allottee to occupy and use the said Unit / Flat. If the Allottee fails to take over the said Unit / Flat as aforesaid within the time limit prescribed by the Company in its notice, then the said Unit / Flat shall lie at the risk and cost of the Allottee and the Company shall have no liability or concern thereof. Further in the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the Unit / Flat on expiry of 45 (Forty five) days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the Unit / Flat or for any other purpose.
25. That the vacant and actual physical possession of the flat shall be delivered by the company to the second party at the time of execution and registration of the sale deed, after payment of all the dues with respect to the said flat covered by this Allotment Letter / Flat Buyers Agreement / Agreement to Sell or any other agreement or documents executed between the parties / as agreed by the Allottee(s) to the Company.
26. If for force majeure reasons, the whole or part of the project is abandoned or abnormally delayed, no other claim will be preferred except that Allottee's money will be refunded with

simple interest of 9 % p.a. within six months from the happening of such eventuality, provided the payment schedule has been properly adhered to by the Allottee.

27. The Allottee(s) shall, after taking possession or deemed possession of the said Unit / Flat,

as the case may be or at any time thereafter, have no objection to the Company constructing or continuing with the construction of Project Buildings or other building(s) adjoining the Unit / Flat sold to the Unit Allottee.

28. The Allottee agrees and undertakes that after taking possession of the said Unit / Flat or at any time thereafter, he shall not object to the Company constructing or continuing with the construction of the other building(s) / blocks within or outside / adjacent to the said Unit / Flat / Project.

29. The company is authorized to raise loan by creating mortgage of the project from any financial institution and the Allottee will have no objection in this regard. However, such mortgage, if created will be got vacated before handing over possession of the said unit to the buyer / Allottee.

30.

1. Upon completion of the Project, the Company shall (subject to the whole of the consideration money and other charges and dues being received) execute / complete the Sale-Deed of the Unit in favour of the Allottee(s) in such manner as may be permissible at the cost and expense of the Allottee and on the terms and conditions of this Allotment except those omitted by the Company as unnecessary and the terms and conditions, if any, imposed by the Authorities in this behalf.

2. The stamp duty, registration fee, counsel fee and other misc. expenses for execution and registration of this Allotment, Conveyance Deed or any other Deed with respect to the said Unit will be payable by the Allottee(s).

31.

1. The Allottee (any one in case of multiple allottees) shall be entitled to get possession of the Unit / Flat only after all the amounts payable under this Allotment Letter are paid and the Conveyance Deed in respect of the said Unit / Flat is executed and duly registered with the Sub-Registrar concerned.

2. The Allottee(s) after taking possession of the said Unit / Flat shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Unit / Flat or for any non-compliance of designs, specifications, building material or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession by the Allottee or his representative.

32. The Company alone shall be entitled to obtain the refund of various securities deposited by it during construction of the Project with various Governmental / Local Authorities for electric and sewer connection etc.

33. The common areas and facilities shall remain under the control of the Company whose responsibility will be to maintain and upkeep the said spaces, sites, until the same are transferred / assigned to the society formed by the residents / owners or any other body or association.

34. The said Project shall always be known as " **NIRVANA HEIGHTS** " and this name shall never be changed by the Allottee(s) or anybody else.

35. The Company shall have the first lien and charge on the said Unit / Flat in the event of the Allottee parting with any interest therein for all its dues and / or that may thereafter become due and payable by the Allottee to the Company under this Allotment.

36. The Allottee agrees that the reserved covered parking space(s) / servant

quarter(s) allotted to him/her for exclusive use shall be understood to be together with the said Unit / Flat and the same shall not have independent legal entity detached from the said Unit / Flat. The Allottee undertakes not to sell / transfer / deal with the reserved covered parking space(s) / servant quarter(s) independent of the said Unit / Flat. The Allottee undertakes to park his / her vehicle in the parking space allotted to him/her and not anywhere else in the said Project. The Allottee agrees that all such reserved covered parking space(s) / servant quarter(s) allotted to the occupants of the said Project shall not form part of common areas and facilities of the said Unit / Flat. The Allottee agrees and confirms that the reserved covered parking space(s) / servant quarter(s) allotted to him / her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, and repossession etc. of the said Unit / Flat under any of the provisions of this allotment letter.

37. It is clearly specified that the visitors / guests / relatives / staff of the Allottee / occupants of the Units shall park their vehicles at the space earmarked by the Company to avoid any inconvenience to the Allottees / Occupants of the other Units.
38. That the Allottee further agrees that he / she shall not fix / install the Air-Conditioners or alike equipment at any place other than the spaces earmarked / provided for in the said Unit and shall not design or project or open them in the inside passages, common areas or in the staircases. The Allottee further ensures that no water drips from the said Air Conditioners/ Air Coolers or alike equipment which causes inconvenience to other Allottees / Occupants in the said Project.
39. The terms and conditions contained herein shall be binding on the occupier of the said Unit and default of the occupier shall be treated as that of the Allottee, unless context requires otherwise.
40. That the Allottee(s) shall not at any time demolish the said Unit / Flat or any part thereof nor will at any time make or cause to be made any additions or alterations of whatever nature to the said Unit / Flat or any part thereof which may affect the other Units. The Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
41. That the Allottee(s) shall not make noise pollution by use of loudspeaker or otherwise and / or throw or accumulate rubbish, dust, rages, garbage or refuse anywhere save and except at areas / places specifically earmarked for the purposes in the said Project.
42. The Allottee can become member of the Club to be built in the Project on payment of fees and charges, as may be applicable. The Club shall be managed by the Company or any agency appointed by the Company. The Allottee shall not interfere in the management and / or maintenance of the Club in any manner whatsoever. The Allottee shall be entitled to avail the Club facilities / services as per the rules and regulations of the Club.
43. Delay or indulgence by the Company in enforcing the terms of this Allotment or any forbearance or giving time to Allottee shall not be construed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Allotment by the Allottee nor shall the same in any manner prejudice the rights of the Company.
44. That in case the Allottee(s) has availed loan facility for the purchase of the said Unit / Flat, he hereby covenants with the Company that after the execution and registration of Agreement to sell / Conveyance / Sale Deed regarding the said Unit / Flat, the original Sale / Conveyance Deed shall be received by the Company on behalf of the Allottee(s) directly from the office of

the concerned Registrar / Sub-Registrar and shall be deposited with the concerned financier / banker in accordance with the Banking Rules & Regulations.

45. That in case any liability accrues on account of stamp duty /registration charges or any penal proceedings are initiated on this score then the same shall be borne solely and exclusively by the allottee.
46. If any provision of this Allotment shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as

it may be reasonably consistent with the purpose of this Allotment and to the extent necessary to conform to applicable laws and the remaining provisions of this Allotment shall remain valid and enforceable in accordance with other terms. In no circumstances it will render this Allotment void.

47.

1. The Allottee shall get his complete address & ID proof registered with the Company at the time of booking and it shall be his/her responsibility to inform the Company by Registered letter about all subsequent changes, if any, in his postal address. The address given in the application for allotment of said Unit / Flat shall be deemed to be the registered address of the Allottee until the same is changed in the manner aforesaid.
 2. style="margin-left:55px; margin-right:75px;"In case of joint Allotees, all communication shall be sent by the Company to the Allottee whose name appears first and at the address given by him shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).
 3. All letters, receipts, and / or notices issued by the Company or its nominee and dispatched Under Certificate of Posting / Regd. Post / Speed Post / Courier Service to the last address known to it of the Allottee shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectually discharge the Company / nominee.
48. For all intents and purposes singular shall include plural and masculine gender includes the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Allottee is a joint stock company, a firm, any other body corporate or organization or an association.
49. The terms and conditions contained herein above shall be interpreted in a manner so as to cover the laws and rules prevalent in India and conform to Public Policy and / or Fair Trade Practices.

50.

1. All or any disputes arising out of or touching upon or in relation to the terms of this Letter of Allotment including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion, failing which the same shall be subject to sole arbitration of the nominee of the promoter / developer whose award shall be final and binding on both the parties. All expenses including arbitrator's fee shall be borne by the purchaser. All proceedings shall be subject to jurisdiction of Lucknow Courts only. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force.
2. That the rights and obligations of the parties under or arising out of this letter of Allotment shall be constructed and enforced in accordance with the laws of India.

Thanking You.

For M/s Eartheze Infraheights Pvt. Ltd.
(Trintity Square Building,1st Floor, Badshah Nagar Chauraha, Faizabaad Road, Lucknow)

Arshad Khan
(Authorized Signatory)

Ajay k. Baranwal
(Authorized Signatory)

I / We hereby accept the allotment on the terms and conditions mentioned given in the application form dated 16th October 2016 Submitted by me / us and the ones mentioned hereinabove.

Allottee(s)

Witnesses

Date: 16-10-2016

Place: Lucknow

1. _____

2. _____