

ALLOTMENT LETTER

This Allotment Letter made and executed on thisday of..... 201....

BY

EXPRESS BUILDERS AND PROMOTERS PRIVATE LIMITED, a company incorporated under the Indian Companies Act, 1956 and having its Registered Office at 810 Surya Kiran Building, 19 Kasturba Gandhi Marg, Connaught Place, New Delhi 110001 hereinafter called the “**COMPANY**” (which expression shall whatever the context so requires or admits mean and include his/her/their heirs, executors, administrators and assigns) of the **ONE PART**.

IN FAVOUR OF

Mr./Ms./M/s.....

.....S/o/D/o/W/o.....

R/o.....

hereinafter called as the ‘**ALLOTTEE**’ (which expression shall whatever the context so requires or admits mean and include his/her/their heirs, executors, administrators and assigns) of the **OTHER PART**.

TERMS AND CONDITIONS OF ALLOTMENT

This allotment is made by Express Builders and Promoters Private Limited, a company incorporated under the Companies Act, 1956 (hereinafter referred to as the “Company”) having its Registered Office at 810, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi-110 001.

1. Definitions and Interpretations: In addition to other definitions contained herein, the following terms shall have the meanings assigned herein when used in this Allotment Letter:
 - 1.1 “Allotment Letter” shall mean this letter, including all schedules and exhibits attached hereto, as may be amended from time to time;
 - 1.2 “Covered/ Built up Area” shall mean and include entire carpet area, area under inner walls and columns, area under external walls, area under balconies, loft and cupboards;
 - 1.3 “Apartment” means and includes a dwelling unit of a type, dimension and size developed and constructed within the complex in accordance with the layout plan sanctioned/ to be sanctioned;
 - 1.4 “Encumbrance” shall mean and include any claims, interest, disputes, notices, demands, orders, judgments, gift, mortgage, notifications, pledge, lien, charge, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, right of set-off, counterclaim or banker’s lien, privilege or priority of any kind having the effect of security, any designation of loss to payees or Allottee(s) or any similar arrangement under or with respect to any insurance policy;
 - 1.5 “Super Area/ Super Built Area” shall mean and include the covered area, areas under walls, full area of passages, galleries, and other projections whatsoever, together with proportionate share in the common areas and facilities such as area under corridors, passages, staircases, munties, lifts, lift lobby and lift rooms, guard houses, area used for electric sub- station and electric panels, area used for generators, overhead water tanks, underground water tanks, architectural features, entrances and entrance lobby and exits of the buildings plus proportionate share of the service areas to be utilized for common use and facilities and including all easement rights attached to the said unit;
 - 1.6 “Lease Deed” shall mean deed for transfer of possession an unencumbered, unfettered right, title and interest in the apartment along with all benefits and rights to passage, easements, benefits, privileges attached and appurtenant

thereto, free from any encumbrance, executed by the Company on the completion of the project;

- 1.7 Headings, wherever stated, are for convenience only and shall not affect interpretation except to the extent that the context otherwise requires;
- 1.8 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
- 1.9 Any reference to any clause or schedule shall be deemed to be a reference to a clause or schedule of this Agreement;
- 1.10 Any reference to any enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted;
- 1.11 Words importing the singular shall include the plural and vice-versa;
- 1.12 Words denoting an individual shall include Corporations, Partnership Firms and vice-versa;
- 1.13 Words denoting any gender shall include all genders and corporations, partnership firm;
- 1.14 Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a business day, then that act, matter or thing shall be carried out or performed on the following Business Day;
- 1.15 The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Allotment Letter;
- 1.16 The term “Article” refers to the specified article of this Allotment Letter; and
- 1.17 All references to “Rupees” refer to currency of India

WHEREAS New Okhla Industrial Development Authority herein referred to as NOIDA Authority has allotted land vide their Allotment Letter No. NOIDA/ GHP/ GH-2010-(II)/2010/9786 dated 23rd August, 2010 to the Company in respect of Leasehold rights of Residential/ Commercial Plot No. GH - 02/A, situated in Sector-77, NOIDA and the Company got the Sale Deed of the said plot registered in its name on the 1st day of September, 2010. The Company is planning to construct residential/ commercial/ storage spaces in the said plot and the same is allowed to be sold or transferred to any person under the terms and conditions of the allotment by the NOIDA Authority.

AND WHERAS the Company with a view to construct multi storey buildings consisting of number of Apartments/ Shops/ Storage Spaces got prepared buildings plans from Architects, and construction of the said buildings has been undertaken in accordance

therewith. The project consisting of these multi-storied buildings shall be known as “**EXPRESS ZENITH**”

AND WHEREAS the Allottee(s) has examined the building plans, design and specifications of the proposed residential/ commercial complex and all the documents pertaining to the ownership of the land of the Company being available for inspection at 810, Surya Kiran Building, 19, Kasturba Gandhi Marg, Connaught Place, New Delhi-110001 and has satisfied himself regarding the marketability of the title of the said Apartment. The Allottee(s) agrees that the Company may make such variations, additions, alterations etc. therein as may be deemed appropriate by the Architect or the Company or as may be required by the NOIDA Authority and the Allottee(s) hereby gives his consent to such variations, additions, alterations etc.

AND WHEREAS the Company is also allotting several other persons other Apartments in the said complex.

AND WHEREAS the Allottee(s) had applied for allotment of Apartment in the said Complex and the Allottee(s) has been provisionally allotted Space/ Apartment No. _____ Floor No. _____ Block No. _____ in the said complex.

1. The apartment shall be allotted in a complex popularly known as “**Express Zenith**” situated at Plot No. GH-02/A, Sector-77, Noida.

a) Pursuant to the Application made by the Allottee(s) and subject to the covenants, representations and warranties contained herein, the Company has agreed to allot to the Allottee(s) an apartment in Express Zenith as per the proposed plan and specification and Allottee(s), agrees to book **Space/ Flat No.on theFloor, Block No.....** in the said Complex (hereinafter referred to as ‘The Flat’ or the said Flat) as per plans and specifications, inspected, seen and approved by him for **Rs.....(Rupees..... only)** having an approximate:

- i) Carpet Area as per the definition under RERA Act _____ Sqft (_____ Sqmt).
- ii) Balcony Area _____ Sqft (_____ Sqmt)
- iii) Covered Area _____ Sqft (_____ Sqmt)
- iv) Verandah Area _____ Sqft (_____ Sqmt)
- v) Open Terrace Area _____ Sqft (_____ Sqmt)
- vi) Super area _____ Sqft (_____ Sqmt)

(super area includes the Covered Area including Walls, Cupboards, Window projections and balconies plus proportionate share of area under common

passage, staircases, corridor, lifts and other common facilities etc. i.e. Super Area)

- b) PLC @/- per sq. ft. amounting to Rs...../-
(Rupees
.....) and car parking (Open/Covered) @
Rs...../- **(Rupees.....**
.....) shall be in addition to the above price.
- c) The total price of **Rs...../- (Rupees _____**
only)
as aforesaid shall be paid by the Allottee(s) to the Company in installments as per Schedule I.
- d) The Allottee(s) have hereby agreed and promised to pay the consideration as per schedule of payment plan opted by the Allottee(s), and annexed hereto. The Allottee(s) have agreed and opted for _____ plan after having fully understood the payment plan for payment of the remaining consideration.
- e) The allottee understands that as per the provision of the RERA Act registration of this allotment letter is mandatory immediately on execution. The allottee undertakes to execute the registration of this allotment letter within five working days after payment of requisite stamp duty and registration charges. The allottee shall be solely responsible for all claim, losses, damages, penalties, legal fees and any other charges incurred by the company on account of non registration of the allotment letter/agreement within five working days of this day.
- f) The Allottee(s) hereby agrees that amount equivalent to 15% of the price of the apartment as mentioned in clause 1(a) shall be treated as earnest money. The Allottee(s) has/ have agreed that for the purpose of calculating the price in respect of the said apartment the area shall be the super area.
- g) That the Company hereby agrees to allot an apartment to the Allottee(s) at the rate stated above which shall be exclusive of other additional charges and taxes, preferential location charges, parking charges (open/ covered), external electrification charges, power back up charges, interest free maintenance security, lease rent, fire fighting charges, club charges and other applicable charges alongwith all taxes thereon including GST. Similarly, any future additional requirements of fire fighting equipment or requirement inside the Apartment or which may be required on account of the said reasons or any reasons beyond the control of the Company shall be charged extra and paid for by the Allottee(s) proportionately. The price is exclusive of GST, Service Tax, Value Added Tax (VAT), Works Contract Tax (WCT) or any other tax, cess or charge imposed by the State Government or the Central Government or any other competent authority or may be imposed in the future.

- h) That, in case the Allottee(s) opts for payment of consideration in installments, the Company hereby covenants that timely payment of the installment as per the payment schedule opted by the Allottee(s) shall be the essence of this allotment. It shall be obligatory on the part of the Allottee(s) to make payments on or before the due dates as per the schedule given hereto. The Company covenants and the Allottee(s) hereby agree that no notice shall be issued to demand payment of the installment on the due dates. It is further represented by the Company that the Allottee(s) have understood and are aware of the payment plan and the respective due dates for payment of installment and the same has been agreed to and confirmed by the Allottee(s).
 - i) If the payments are not received as per the installment plan mentioned in Schedule 1, or in the event of breach of any of the terms and conditions of this allotment by the intending Allottee(s) or for any other reason, the Allotment shall be cancelled and 15% of the price of the apartment as mentioned in clause 1(d) will be forfeited and the balance amount will be refunded without any interest within 90 days of completion of the paper work by the Allottee(s).
 - j) Installment Call Notice/ Demand Letter if issued by the Company to the effect that installment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this allotment.
 - k) In exceptional circumstances, the Company may, in its sole discretion condone the delay in payment, by charging interest @ 12 % per annum. However, permitting the condonation of delay in any particular case shall not be used as precedent and would not entitle any other intending Allottee(s) to seek condonation under this clause, as a right.
 - l) That, upon cancellation, the Company shall be at liberty to dispose off the said unit to any new party without any reference to the Allottee(s).
 - m) That the allottee shall not be entitled for any claim/ interest after the said cancellation.
2. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/ demand loan/ term loan for the construction of the above complex from the Banks/ Financial Institutions after mortgaging the land, apartments of the said complex. However, the lease deed in respect of the said apartment in favor of Allottee(s) will be executed and registered free from all encumbrances at the time of registration of the same.
3. At the stage of completion of the Apartment the Company shall demand such expenses and fees including but not limited to the cost of stamp duty, other charges including legal charges, registration charges from the Allottees(s) The allottee shall be responsible for the registration of the lease deed/ allotment letter with the competent authorities. The Company shall not be under any obligation to execute the conveyance deed until and unless the fees/charges as stated in this clause are paid by the Allottee(s). It is further understood and agreed by the

Allottee(s) that the Company may cancel the Allotment after due intimation if the Allottee(s) is unable to make the payment(s) for execution of the conveyance deed.

4. That there would be no price escalation for the booked Apartments
5. The Allottee(s) have fully satisfied himself/ themselves about the right, title and interest in the land of the Company and after duly satisfying himself/ themselves about the feasibility of the project and the knowledge, expertise and competence of the Company in developing Express Zenith has opted for allotment of the said flat.
 - 5.1 That the Allottee(s) further hereby agrees that the allotment made hereinabove is subject to such variations/ additions/ alterations etc. in the design, layout, specification etc, as may be deemed appropriate by the Architect or the Company for Express Zenith.
 - 5.2 That the allotment is subject to the byelaws, rules and regulations of NOIDA Authority, and any other statutory or local authorities.
6. The Company shall complete the complex and hand over the possession of the apartment to the Allottee(s) at the earliest possible date, subject always to 50% of the Allottee(s) making timely payment. In case the Complex is not completed or started or the apartment to be acquired by the Allottee(s) is not constructed, the Company may cancel the allotment of the apartment without assigning any reason and the amount received by the Company shall be refunded to the Allottee(s) without any interest and no other claim shall be made by the Allottee(s) and entertained by the company.
7. That the Company hereby agrees to assign and transfer all rights, title and interest in the Apartment including proportionate and impartible share in the land area underneath along with the right to passage, easement, benefit and privileges attached and appurtenant thereto to the Allottee(s) subject to payment of basic consideration and other charges and taxes applicable. The Company is empowered to make variations/ modifications in the plan, design and specification at any time during the construction period.
8. The Allottee(s) shall be entitled to the delivery and possession of the apartment only after the Allottee(s) has completed all formalities and paid all amounts due and payable by the Allottee(s) including its Basic Price, Parking Charges, Electricity Execution Charges, Fire Fighting Charges, Maintenance Security, Other Incidental Charges like Meter Charges etc. and after the execution and registration of the lease deed or such other document as stipulated or required in accordance with the laws.
9. The company shall offer possession to the Allottee(s) within 48 months from the date of allotment i.e. _____ or the date of sanction of plan whichever is later, subject however, to force majeure, regular and timely payments by the intending Allottee(s), timely availability of building material and labour, change of laws by Government/ Local Authorities etc. No claim by way of damage, compensation shall lie against the Company in case of delay in handing over of

the possession on account of the aforesaid reasons or any other reasons beyond the control of the Company.

- 9.1 In case the Company is unable to construct the apartment within stipulated time for reasons other than as the above and after allowing a grace period of six months, the Company shall compensate the intending Allottee(s) for delayed period, beyond the grace period @ Rs. 5/- per sq. ft. per month subject to regular and timely payments of installments by the Allottee(s).
 - 9.2 In the event, the Allottee(s) fails to take possession of the apartment within a period of three months from the date fixed for possession, the Allottee(s) shall pay penal amount at a rate of Rs. 5/- per sq. ft. per month to the Company for the period the Allottee(s) delays in taking possession.
 - 9.3 In the event, the Allottee(s) fails to take possession of the apartment even within a period of one year from the date of expiry of the notice period, the allotment made to the Allottee(s) may be cancelled and the Company shall forfeit the earnest money and refund the balance consideration paid to the Company, without any interest.
 - 9.4 Upon taking possession of the Apartment, the Allottee(s) shall have no claim against the Company as to any item of work, materials, installations, etc. in the said apartment or any ground whatsoever. Complaints, if any are to be got removed before delivery of possession to the Allottee(s).
 - 9.5 Since it is a large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all phases.
 - 9.6 That a written intimation for completion of project will be sent to the Allottee(s) and a "Fit-out-Period" of one quarter (three months) will commence from the date of offer for possession. The said "Fit-out-Period" is in order to facilitate the Allottee(s) to communicate exact date by which he/she/they will be taking physical possession of the apartment after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of sub lease 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 20 to 25 days for an individual apartment.
10. (a) The Allottee(s) agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or any other Authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said apartment/ buildings 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 or due to force majeure conditions, the Company, after provisional and/ or final allotment,

is unable to deliver the apartment and/or parking space(s) to the intending Allottee(s) for his/ her occupation and use, the Allottee(s) agrees that the Company if it decides in its sole discretion to refund, then it shall be liable only to refund the amounts received from him/ her without any interest or compensation whatsoever.

(b) If as a result of any legislation, order or rule or regulation made or issued by the Government or any Court or any other Authority or if competent authority(ies) decides and as a result of which increased compensation for the said land (Plot no 2A, Sector 77, NOIDA) needs to be paid to the original land owner(s), to farmers etc. or to the NOIDA Authority and the same is paid/payable by the company then the allottee unconditionally agrees to pay such sum on pro-rata basis to the company, on demand, in addition to the sale price aforementioned

11. That Vacant Land Tax, if any has to be paid by the Allottee for the period from the date of possession of the plot till the completion of the building. This will be discontinued as soon as building is ready for occupation and will be replaced by House-Tax on the basis of Annual Letting Value or as per Rules and Policy of the Municipal Authorities or any other authorities concerned at the relevant time.
12. The Maintenance charges to NOIDA Authority have to be paid by the Allottee(s) for the period from the date of possession of the plot till the completion of the building in proportionate to his/her/their share, if applicable.
13. The Company shall remain the Lessee of the apartment including all constructions till such time the lease deed is executed and registered in favor of the Allottee. Only after execution of lease deed, the Allottee(s) becomes the Sub-Lessee of the apartment. That the Company is not undertaking the construction of the complex on behalf of anyone else and the same is undertaken by the Company on its own behalf.
14. That the Company hereby represents to the Allottee(s) and the Allottee(s) has hereby agreed that the Allottee(s) shall have the right, title and interest in the apartment only after the apartment is transferred and conveyed to the Allottee(s) in accordance with the terms and conditions of this allotment.
15. a) Saving and excepting the particular Apartment/ Parking Space allotted, the intending Allottee(s) shall have no claim, or right of any nature or kind whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, or any other space (hereinafter referred to as the "common area") not allotted specifically to him. The Company shall always be the sole and absolute owner of the terraces until and unless sold specifically to any buyer. The Company shall have all the right over common spaces and the Company shall, at its discretion, use the same for any other purposes as may be desired by the Company.
b) That save and except, in respect of the apartment to be allotted to the Allottee(s), the Allottee(s) shall have no claim, right, title or interest of any nature

or kind whatsoever except right of ingress/ egress over or in respect of complex, open spaces and all or any of the common areas of the complex.

16. The Allottee(s) shall not be entitled to fragment/ subdivide/ extend or carry out structural design or layout changes to the apartment or amalgamate it with any other apartment or to make any addition/ alteration without prior written permission of the Company and the civic authorities. If after the possession of the said apartment is handed over to the Allottee(s), any additions or alterations in or about or relating to the said complex, are required to be carried out by the Government/ NOIDA Authority / Municipal Authorities or any statutory authority or in way pursuant to any statutory requirement, the same shall be carried out by the Allottee(s) in cooperation with the other Allottee(s) at their own costs and the

Company shall not be in any manner liable or responsible for the same. All such additions and alterations shall be carried out after getting the plans thereof sanctioned by the competent authorities. The Allottee(s) shall not do any changes which will result in change in elevation/façade of the Complex.

17. i) The intending Allottee(s) shall not be entitled to get the name(s) of his/ her/ their nominee(s) substituted in his/ her/ their place. The Company, may, however, in its sole discretion, permit such substitution on payment of administrative changes as it may deem fit. Any change in the name of the intending Allottee(s) as registered/ recorded with the Company (including addition/ deletion), amongst family members (husband, wife, and own children and real brother/ sister) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the intending Allottee(s), before such change. The Company is not bound to issue the conveyance deed until and unless the correct stamp duty in relation to a sale is paid in accordance with the law. Any doubt as regards the payment of correct stamp duty shall be clarified by the Allottee(s) and the Transferee with the relevant Government Authorities before transferring the Allotment. Also, the Allottee(s) agrees to obtain the No Objection Certificate (NOC) from NOIDA Authority, if required for the said transfer and pay administrative charges as applicable and payable on transfer as per the prevailing policy of the Company.

ii) The request letter for change of the right of the intending Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/ certificate from the concerned bankers or financial institutions in case payment against the said apartment was made by the intending Allottee(s) by raising funds/ loans against allotted apartments as security from bankers or financial institutions.

18. The Allottee(s) shall not use the apartment for any such activities, as are likely to be a nuisance, annoyance or disturbance to other residents of the complex or activities which are against law or contrary to and in violation of the rules, regulations or guidelines of the Local Authorities. The Allottee(s) shall not store any hazardous or polluting articles/ substances in the said apartment.

19. The Allottee(s) agrees and undertakes that before or after taking possession of the Apartment or at any time hereafter, he will have no right to object the Company

- constructing or continuing with the construction of the other buildings adjoining to or otherwise in the complex known as Express Zenith.
20. The Allottee(s) agrees not to put up any name or sign board, neon light, publicity or advertisement material, hangings of clothes on the external facade of the buildings/ towers or any where on the exterior of the buildings or in the common areas. The Allottee(s) also agree(s) not to change the color scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevation or design of the apartment. The Allottee(s) shall be responsible for any loss or damage arising out of breach of any of these conditions.
 21. As per the layout plan, it is envisaged that the apartments on all floors shall be sold as an independent apartment with impartible and undivided share in the land area underneath the plot. The intending Allottee(s) shall not be permitted to construct any thing on the terrace. However, the Company shall have the right to explore the terrace in case of any change in the Floor Area Ratio (FAR), carry out construction of further apartment(s) in the eventuality of such change in the FAR. However, if as a result thereof, there are any changes in the boundaries or areas of the said apartment, the same shall be valid and binding on intending Allottee(s). However in such case there shall be no change in the Super Area of the Apartments of the Allottee(s). The Company shall be entitled to connect the electric, water, sanitary, drainage, fitting etc. on additional Structure/ stories with existing electric, water sanitary, drainage sources at its own cost.
 22. It is agreed that the Club, Party Hall, Shops, Parlor, Terraces, Storage Spaces in Basement, Schools, Creches and other Open Spaces, Storage Spaces, Commercial Area and/ or other amenities areas shall be the sole and absolute property of the Company and the revenue collected from them shall be utilized by the Company at its sole discretion. The intending Allottee(s) shall have no right over such spaces or revenue collected from them.
 23. The company reserves the right to correct, modify, amend, change all the annexure attached hereto which are indicated to be tentative and intending Allottee(s) agree(s) for the same.
 24. The Company represents and undertakes to develop the common areas and facilities within the boundary of the complex, which shall inter-alia, include laying of roads, sewers and drainage, pathways, water connections, etc.
 25. The terrace of the complex including the parapet walls shall continue to be the property of the Company and the Company reserves the right to give on lease or hire any part of the top roof/ terrace, above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/ hire/ lease the same for advertisement purposes and the Allottee(s) agree that he shall not object to the same and shall not make any claim on this account. The Company will also have exclusive right of easement of roofs.

26. That the allotment of the apartment has been made subject to additions/ alterations/ variations in layout plan and other specifications of the complex including increase/ decrease in the super area necessitated during the construction of the Complex.
27. The Allottee(s) has/ have hereby agreed to and understood that there could be change in the super area or other specifications of the apartment and in such an event, no claim, monetary or otherwise shall be entertained or accepted by the Company, except that in case of reduction in the above mentioned area, the money shall be refunded proportionately to the booking price and in the case of increase in the area, the difference in the area shall be paid by the Allottee(s) at the prevailing market rate at the time of possession or earlier when the demand is made by the Company.
28. That in case of any change in the super area or any other specification of the apartment, the Company covenants to notify the Allottee(s) in writing of such change/alteration including the increase/decrease in cost of Apartment, if any and the manner in which the same shall be paid by the Allottee(s). The Allottee(s) thereafter may cancel their Allotment, if such increase is not found satisfactory, is not as per their requirements or due to any other reason after adopting the procedure in this Allotment Letter and after paying the cancellation charges, if applicable. The Company shall not be under any obligation to provide a report of a certified architect confirming the increase/decrease in the super area of the Apartment. The Allottee(s) may visit the Apartment at any time to inspect and verify the increase/decrease in the super area of the Apartment.
29. The Company may, at its sole discretion, appropriate the money from the Allottee(s) towards any account and the appropriation so made shall not be questioned by the Allottee(s).
30. It is made clear that this allotment letter is not an agreement to sell and the allotment is based on the proposed layout plan as envisaged by the Company for seeking the necessary approvals/ permissions/ sanctions from the competent authority(ies). However, the proposed plan is subject to amendments/ additions/ alterations as may be required by the competent authority(ies) or Architect or the Company for any reasons whatsoever. Further, it is clearly stated that this agreement is not an agreement for construction. The request for any modification(s) and/ or alteration(s) for specifications and layout of the apartment by the Allottee(s) shall not be entertained. The layout and specifications are fixed and are non-negotiable. The Company shall continue with the development even if all or any of all of the apartments are not sold. Till the Lease Deed is executed in favor of the Allottee(s), the buyer shall remain only an Allottee(s) of the apartment.

31. Defect Liability Period

That there will be defect liability period of five years as per terms of Real Estate (Regulation and Development) Act, 2016. The defect liability shall be limited to the defect in construction (i.e. structure only) however, hair cracks in plaster masonry and general wear and tear shall not be considered as defects. Defect liability shall not cover force majeure situations such as case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company/Promoter shall co-operate with the Allottee in sorting out the issue.

If the Allottee of the unit makes any type of changes in the apartment or undertakes any addition/alterations of any nature not limited to electrical/plumbing/civil without obtaining prior written consent of the developer then the defect liability period shall end immediately on such addition/alteration. Further natural material used in construction/finishing like wood, stone etc. are subject to wear and tear with time which leads to change in physical appearance and defects like cracks, warpage these natural materials are not covered under the defect liability period.

32. Maintenance of the Buildings and common areas:

- i) Before the occupation of the apartment, Allottee(s) shall keep an interest free security deposit of Rs. 25/- per sq. ft. with the Company or its nominees as security deposit. The Company/its nominee shall be at liberty to use the deposit for settling the arrears of the allottee towards maintenance, government taxes, statutory payments or any other payment due/payable by the allottee, proportionate cost of the club if handed over to the Residents' Welfare Association (RWA) and the allottee shall not object for the same.
- ii) A separate agreement between the Allottee(s) and the Company or its Nominee will be signed specifically incorporating the above points.
- iii) The maintenance, upkeep, repairs, security etc. of the buildings including the landscaping and common lawns of the buildings will be organized by the Company or its nominee. The Allottee(s) agrees and consents to the said arrangements. The Allottee(s) shall pay maintenance charges which will be fixed by the Company or its nominee from time to time depending upon the maintenance cost. In addition to maintenance charges, there will be contribution to the Replacement funds etc. Any delay in payments will make the Allottee(s) liable to interest @ 24% per annum. Non-payment of any of the charges within the time specified shall also dis-entitle the Allottee(s) to the enjoyment of common services including lifts, generator, electricity, water and fire fighting etc. Because of the knowledge, experience and technical expertise in maintaining multi-storied buildings

and running of common services in such buildings, the Company may entrust the work of maintenance, upkeep and preservation of the buildings, operation of common services in such buildings, operation of common services and necessary desirable facilities for its occupiers/visitors and management of the common area thereof, to its nominee.

- iv) It is also specifically agreed that the Builder/ Company shall not pay maintenance charges to the Association/ Maintenance Agency of the Allottee(s) on the unsold apartments and/ or apartments belonging to the Company.
 - v) The Allottee(s) shall pay water charges and sewerage charges as may be determined by the Company or Maintenance Agency.
 - vi) That the Maintenance Charges, Power back-up charges, fixed charges for electricity and power back up, city level maintenance charges will be deducted through prepaid electric meter system
33. That the Allottee(s) consent that for repairing any damages in the toilets/ bathrooms/ any other part of the other apartment/shop caused due to his/her/their negligence or willful act. The Allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or willful act.
34. That the Allottee(s) consents that he/she/they will have to allow sweepers/maintenance staff to enter in his/her/their apartment /duct etc. for cleaning /maintaining/ repairing of the pipes/ leakage/ seepage in his/her/their Apartment or any other Apartment.
35. Electric connection will be taken for the Complex from UP Power Corporation Limited or any other source and will be distributed through separate meters (pre paid or otherwise) to all Allottee(s). Charges for installation of the electric meter and whole distribution system shall be separately payable by the Allottee(s) to the Company at the time of possession of the apartment. The Allottee(s) shall have to make the payment in time of all the bills on account of electricity or any other charges etc. as consumed by them to the vendor or its nominated agency.
36. The Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demands etc. of the Group Housing and also agree to comply with and carry out all the requirements, requisition, demands and repairs which are required to be complied with in regard to rules and regulations or directives of the NOIDA Authority/ Municipal Authority/ Government or any other competent authority in respect of the apartment and buildings and the land on which the buildings are standing, at his/ her/ their own cost and expenses. The intending Allottee(s) shall pay the same to the concerned authorities directly or shall pay to the company in proportionate share on demand by the Company for the above said reasons before and after handing over the possession. The intending Allottee(s) shall keep the company indemnified, secured and harmless against all

cost and consequences and all damages, arising on account of non compliance with the said requirements requisitions, demands etc. after possession. The apartment shall be used for the purpose for which it is allotted.

37. The Allottee(s) hereby agrees to comply with the laws as may be applicable to the said apartment including but not limited to the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 in the Apartment and it shall always remain solely responsible to obtain and always keep alive and make available necessary certificates from the Pollution Control Board and/ or other appropriate authorities in this regard.
38. The contents of each apartment alongwith the connected structural part of the building shall be insured by the Allottee(s) at his/her/their own cost against the fire, earthquake etc. The Company after handing over the possession of a particular apartment shall in no way be responsible for safety, stability etc. of the structure. The Allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for the maintenance of building.
39. The Company represents and undertakes that pursuant to the execution of the registration and handing over of possession of the apartment, the Allottee(s) shall have all right, title and interest in the apartment and shall hold, enjoy and use the apartment and every part thereof without creating any unreasonable interruption either by itself or by any person or persons claiming under, for or on its behalf.
40. The Company hereby represents that the Allottee(s) shall have the right to use and enjoy common areas and facilities such as area under corridors, passages, staircases, lifts, architectural features, entrances and exits of the buildings and including all easement rights attached to the apartment along with the other Allottee(s) of the Apartments and the Allottee(s) shall not cause any hindrance/ blockage/ erection in the common areas so as to cause inconvenience and difficulties in the use and enjoyment of the common areas and facilities by other Allottee(s). Facilities like stair cases, corridors, passages, terraces, parks, lifts etc. and common spaces and services shall be utilized by the Allottee(s) along with other Allottee(s) and no one shall have exclusive right to their usage, nor make any alterations thereto.
41. The complex shall always be known as “EXPRESS ZENITH” and the same shall never be changed by the Allottee(s) or any other association or person(s).
42. The Allottee(s) covenants with the Company to regularly pay the amounts which the Allottee(s) is liable to pay under this Allotment Letter and to observe and perform all terms and conditions contained in the Allotment Letter and to keep the Company and its agents and respective estates and effects, indemnified and harmless against the said payments and observance and performance of the said

- terms and conditions and also against any loss and damages that the Company may suffer as a result of non- payment , non- observance or non-performance of the said terms and conditions, except in so far as the same are to be observed and performed by the Company.
43. The Allottee(s) also undertakes to keep the company indemnified and harmless against all damages, claims, liabilities, actions, costs, expenses, and proceedings which may be caused to or suffered by or made or taken against the Company, which is directly or indirectly arising out of breach of terms thereof of this allotment letter.
 44. Until the Lease Deed is executed and registered, the Company shall continue to be the owner of the said apartment and also the construction thereon and this allotment shall not give to the Allottee(s) any rights or title or interest therein even though all payment has been received by the Company. Financial Institution/ Bank shall have the first lien and charge on the said apartment (including on any income/ rent, there from) for all its dues and other sums as are and/ or that may hereafter become due and payable by the Allottee(s) to the Company/ Financial Institution/ Bank
 45. Each of the provisions contained in this allotment shall be severable, and the unenforceability of one shall not affect the enforceability of any others of the remainder of this Allotment Letter.
 46. Each party hereto undertakes with the other to act in the utmost good faith in interpreting and implementing this allotment and agrees to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this allotment.
 47. The Allottee(s) hereby agrees that all taxes, charges, levies, rents, demands, claims and municipal charges, by whatever name called, assessed, imposed or levied by NOIDA Authority or the Government or Statutory Body or any other local authority or any Authority(ies) in respect of the said apartment shall be payable by the Allottee(s) to the Company or to the competent authorities as the case may be. The Allottee(s) undertakes to keep and hold the Company indemnified and harmless in this regard. These taxes will become payable to the concerned authorities irrespective of the fact whether the possession has been taken or not. If, however, the apartment remains vacant, it is the responsibility of the Allottee(s) to inform the concerned authorities to claim vacancy remission.
 48. Further, if there is/are any GST, Service Tax, Commercial/ Sales Tax, Additional Levies, Rates, Taxes, Charges, Compensation to the farmers, Government Cess and Fees etc. as assessed, unpaid and attributable to the Company as a consequence of Government/ NOIDA Authority/ Statutory or other local authority(ies) order, the intending Allottee(s) shall pay the same in their proportionate share, if any.

49. It is specifically made clear to the intending Allottee(s) and is agreed by the intending Allottee(s) that the intending Allottee(s) shall have no right, title or interest in the ownership of the club and its ancillary facilities, its membership, operation and running of the club and other recreational and sporting activities. The intending Allottee(s) shall not raise any dispute/ objection to any activity(ies) of the club or any other recreational and sporting activities including but not limited to lighting arrangements, parties/ get-togethers, tournaments and other activities of the Club arrangements, which may be carried through out the year at the sole discretion of the management of the club. It is further made clear that the intending Allottee(s) will be required to pay separate deposits/ charges for securing admission and usage to the club, other recreational and sporting activities and other community facilities, the acceptance or rejection of which shall be at the sole discretion of the management of the club and other community facilities and the intending Allottee(s) shall not raise any dispute/ objection in this regard at any time during the occupancy of the said apartment. It is further made clear to the intending Allottee(s) that the running and operation of the club and other recreational and sporting activities, community facilities may cause disturbance to the occupants of nearby areas for which the intending Allottee(s) specifically agrees to raise no dispute or make any claim of whatsoever nature against the Company in this regard.
50. The Stamp Duty, Registration fess and other charges for execution of the deed of Conveyance/ Lease deed or any other deed or document with respect to transfer of right, title and interest in the Apartment shall be payable by the Allottee(s) within the time specified by the Company.
51. The Company shall not in anyway be responsible for any damage or defect caused to the apartment after handing over possession of the apartment in accordance with this allotment letter. However, in any case defect arises in the fixtures and fittings provided by the Company within a period of one year from the date of notice possession, any such defect shall be repaired/ rectified, at its discretion on the request made by the Allottee(s), in this behalf.
52. The Allottee(s), if resident outside India, 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, acquisitions/ sale/ transfer of immovable properties in India and any other act related hereto and to get the sanctions/ approvals/ permissions, as may be required, to enable the Company to fulfill its obligations under this Allotment Letter. In case any such sanctions/ approvals/ permissions is not granted or refused or not sought or is lacking, then the allotment shall stand cancelled. The Company shall not be held responsible in any manner, for non compliance or non- adherence by the Allottee(s) to the provisions of the Foreign Exchange Management Act, 1999,

Reserve Bank of India Act, Money Laundering Act and Rules made there under or any statutory amendment(s) and/or modification(s) thereof.

53. That the Carbon Credit Benefit arisen, if any, in the Complex can be redeemed by the Company only.
54. The Allottee(s) shall give his/ her/ their complete address registered with the Company at the time of booking and it shall be his/ their responsibility to inform the Company by registered AD Letter about subsequent change, if any, in his/ her/ their address, failing which all demand letters/ notices and letters posted at the first registered address will deemed to have been received by him/ her/ them at the time when those should primarily reach and the Allottee(s) shall be responsible for any default in the payment and other consequences that might occur there from.
- i) Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served a) if delivered personally, upon receipt by the other party; b) if sent by prepaid courier service, airmail, EMS speed post or registered mail, within five days of it being sent; or c) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address mentioned in the introduction above. Where notice is issued by facsimile, a confirmation copy shall be sent by prepaid courier service, airmail or registered mail dispatched not later than the following day on which the notice is transmitted by facsimile.
- ii) That in case of Joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appear first and at the last address given by him/her, which shall for all purpose be considered as serviced on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s). Allottee(s) has/ have agreed to this that this allotment letter and all its terms and conditions do not constitute an Agreement to sell.
55. The Company reserves the right to transfer ownership of the said “Express Zenith” in whole or in parts to any other entity such as Partnership Firm, Body Corporate(s) whether incorporated or not, Association or Agency by way of sale/ disposal/ or any other arrangement as may be decided by the Company in its sole discretion and the Allottee(s) agrees that he/ she shall not raise any objection in this regard.
56. That any dispute, controversy, or claim arising between the parties to this Agreement out of or relating to this agreement, including their respective rights and obligations contained herein, or the breach, termination, or invalidity of this agreements or relating to interpretation of any provisions herein, such differences

or disputes or matters shall be submitted for arbitration to the sole Arbitrator appointed by the Chairman of the Company, who shall decide the same in accordance with the Arbitration and Conciliation Act, 1996, and any other statutory modifications or re-enactment thereof. The language to be used in the arbitration shall be English. The arbitration proceedings shall be held in Delhi. Each party further agrees that it shall not commence or maintain any suit or legal proceeding concerning a dispute hereunder until such dispute has been finally settled in accordance with the arbitration procedure provided for herein.

57. No amendments to this Allotment Letter shall be valid unless executed in writing and signed by both parties.
58. Both the parties have signed this Allotment after understanding the contents which have been explained to each of them in a vernacular way which admitted as true and correct, without any pressure, duress, influence, coercion from any side, while keeping in good health and sound disposing mind.
59. This allotment Letter contains the entire understanding between the parties, and supersedes all prior understandings and correspondences, if any, of the parties hereto relating to the subject matter and any amendments, changes or alterations shall not take effect unless reduced to writing and signed by both parties.
60. That this allotment shall be governed by and construed in accordance with the laws of India and the courts in Delhi alone shall have the exclusive jurisdiction over the same.

IN WITNESS WHEREOF the Company as well as the Allottee(s) herein have hereunder signed in Delhi on the day and year first here in above mentioned.

SIGNED, SEALED & DELIVERED

For Express Builders and Promoters (P) Ltd

Authorised Signatory

ALLOTTEE(S)

WITNESS :

1.

2.

SCHEDULE I- PAYMENT PLAN
PLAN 'A' (Down Payment Plan)

	Stages	% of Payment	Amount
1.	Upon Booking	10%	
2.	Within 45 days of booking	85% + PLC's + Parking (if any)	
3.	At the time of offer of Possession	5% + IFMS+ Other Charges	

PLAN 'B' (Flexi Payment Plan)

	Stages	% of Payment	Amount
1.	Upon Booking	10%	
2.	Within 30 days of booking	10%	
3.	Within 60 days of booking	20%+ PLC+ Parking (if any)	
4.	Upon Second Floor Roof Casting	5%	
5.	Upon Third Floor Roof Casting	5%	
6.	Upon Fourth Floor Roof Casting	5%	
7.	Upon Sixth Floor Roof Casting	5%	
8.	Upon Eighth Floor Roof Casting	5%	
9.	Upon Tenth Floor Roof Casting	5%	
10.	Upon Twelfth Floor Roof Casting	5%	
11.	Upon Fourteenth Floor Roof Casting	5%	
12.	Upon last Floor Roof Casting	5%	
13.	Upon Brick Work	5%	
14.	Upon Completion of external plaster	5%	
15.	At the time of offer of Possession	5% + IFMS+ Other Charges	

PLAN 'C' (Construction Linked Plan)

	Stages	% of Payment	Amount
1.	Upon Booking	10%	
2.	Within 30 days of booking	10%	
3.	Within 60 days of booking	10%+ PLC	
4.	Upon First Floor Roof Casting	5%	
5.	Upon Third Floor Roof Casting	5%	
6.	Upon Fifth Floor Roof Casting	5%+Parking (if any)	
7.	Upon Sixth Floor Roof Casting	5%	
8.	Upon Seventh Floor Roof Casting	5%	
9.	Upon Eighth Floor Roof Casting	5%	
10.	Upon Ninth Floor Roof Casting	5%	
11.	Upon Tenth Floor Roof Casting	5%	
12.	Upon Eleventh Floor Roof Casting	5%	
13.	Upon Twelfth Floor Roof Casting	5%	
14.	Upon Thirteenth Floor Roof Casting	5%	
15.	Upon Fourteenth Floor Roof Casting	5%	
16.	Upon Brick Work	5%	
17.	At the time of offer of Possession	5% + IFMS+ Other Charges	

ENDORSEMENTS		
I/We hereby assign all the rights and liabilities under this Agreement in favour of:		I/We hereby accept all the rights and liabilities under this Agreement in my/our favour by:
<hr/> <hr/>		<hr/> <hr/>

TRANSFEROR

TRANSFeree

The above Transfer is hereby confirmed

Authorized Signatory