

**LETTER OF ALLOTMENT**

**Dated 16.01.2013**

TO,

1. Mr./Ms.

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Son/Daughter/Wife of Mr

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Resident of

-----, **MEERUT - 250001**

\*2. Mr./Ms.

X

Son/Daughter/Wife of Mr. .

X

Resident of

X

X

(\* to be filled up in case of more than one Allottee)

(hereinafter referred to as "THE ALLOTTEE(S)" which expression shall unless repugnant to the context or meaning thereof be deemed to include his/her heirs, executors, administrators, legal representatives, successors and assign.

**OR**

**\*\*M/s EMM VEE INFRASTRUCTURES (INDIA) PVT. LTD.**, a Company registered under the Companies Act, 1956, having its registered office at **110-B, KRISHNA PLAZA, GARH ROAD, MEERUT** (hereinafter referred to as "THE ALLOTTEE" which expression shall unless repugnant to the context or meaning thereof, be deemed to include all the Directors of the Company and their respective heirs, legal representatives, administrators, executors, successors and assigns) acting through its Director **Mr VIJAY PAL YADAV** duly authorized.

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Allottee (s)

The terms and conditions of this Buyers Agreement

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have been read and understood by me/us and I/we hereby accept the same.

OR

\*\*M/s. \_\_\_\_\_ a Company registered under the Companies Act, 1956, having its registered office at (hereinafter referred to as "THE ALLOTTEE" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) acting through its authorized signatory Shri/Smt. \_\_\_\_\_ duly authorized vide Board resolution dated \_\_\_\_\_ annexed hereto.

(In case of Company, copy of Board Resolution along with a certified copy of Memorandum & Articles of Association and in case of Partnership Firm/LLP, copy of resolution signed by all partners along with partnership/LLP agreement is required)

**Subject: Allotment of Apartment in "DWAARIKA HEIGHTS", Village Ghat, NH-58, Meerut Uttar Pradesh. (referred to as "Project/Building").**

Dear Sir/Madam,

This has reference to your application dated ..... for allotment of a Apartment measuring .... **sq. ft.** (super area) located on the ..... **floor** situated in the of the Project on the terms and conditions as set out in the Application Form.

In response to the said application and relying on the confirmations, representations and assurances given by you to faithfully abide by all the terms, conditions and stipulations contained herein, we are pleased to provisionally allot you a Apartment in the Project as per details and on terms and conditions as hereunder.

#### DETAILS OF UNIT

- a. The Allottee(s) are hereby provisionally allotted the Flat Type **BHK** Apartment No: **-F Floor FIFTH** Block/Tower: .....**(T- )** Super Area : ..... **Sq. Ft.** (approx.) at **Basic Sale Price of Rs. .... per Sq.Ft.** and other charges and preferential location charges as detailed in **Annexure – A** to be paid by the Allottee(s) to the Company as per the Payment Plan opted by the Allottee(s) in **Annexure–B**, subject to clauses mentioned herein under.
- b. That for computation purposes, the Apartment area being allotted on the basis of super area, which include built-up covered area of the Apartment plus proportionate share of area falling under corridors, stairs, passages, lobbies, projection and architectural features, lifts, wells and rooms, mummies, common lobbies and toilets, circulation and refuge areas, balconies, if any and other common spaces within the blocks of the complex/project. The built up/ covered area of the Apartment includes the entire carpet areas of the Apartment , internal circulation area and proportionate area under internal and external walls and balconies. The built up area shall be measured from the outer edge of the wall if it is not common and from the center of the wall if it is common. The method of calculation of super area shall be binding upon all the parties.

#### SALE CONSIDERATION

- a. That the Buyer shall pay to the Company a sum of **Rs. ..../- (Rupees ..... Lacs ..... Thousands Only)** towards the **basic sale price** for the purchase of the said Apartment.
- b. The total Sale Consideration includes payments towards various other items as detailed and listed out in Annexure A:-
- c. It is hereby clarified that the Buyer(s) shall be allotted 01 (one) car parking space for its exclusive use in the Project on payment of **Rs. ...X...../- (Rupees .....X..... only)** and any additional parking shall be allotted to the Buyer(s) on the payment of additional charges and on such terms and charges as stipulated by the Company. The Buyer(s) shall not have any ownership rights over the said parking(s), and shall have only a right to use, which shall stand automatically transferred together with the sale/transfer of the Apartment.

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- d. The Parties agree that, cost of complying with statutory requirements including towards all Taxes (defined hereinafter), providing and constructing of other services for the Project etc., as maybe applicable and enviable from time to time in relation to the Apartment and/or the Project, would be payable by the Buyer on pro-rata basis in accordance with Super Area. For the purposes of this Allotment Letter, "Tax", "Taxes" or "Taxation" means all forms of taxation, charges, duties, levies, cess, fees, valued added tax, customs and excise duties, service tax, capital tax and other legal transaction taxes, stamp duty, registration charges, real estate taxes, other municipal taxes and duties, environmental taxes and duties and any other type of taxes or duties of a like nature in any relevant jurisdiction, together with any interest, penalties, surcharges or fines relating thereto, due, payable, levied, imposed upon or claimed to be owned in any relevant jurisdiction.
- e. If Taxes, are payable to or demanded by any applicable municipal authorities, MDA, or any other local authority or governmental agency ("Government"), in respect of the Project, the same shall be borne by the Buyer in proportion to the Super Area and shall be payable immediately as and when demanded by the Company.
- f. The cost of the individual electric and water connection charges (or any other charge of similar nature), provision for charges for operation of generator sets, basement store, additional car parking charges etc. are not included in the Sale Consideration and will be charged extra.

#### TERMS AND CONDITIONS OF ALLOTMENT

##### ARTICLE 1: PAYMENT

- 1.1 The Sale Consideration is to be paid by the Buyer to the Company as per the payment plan opted by the Buyer, and as set out in accordance with the terms of Annexure B (the "Payment Plan") annexed herewith.
- 1.2 The Buyer has already paid a sum Of **Rs. ..../- (Rupees ..... Lacs ..... Thousands Only)** towards purchase of the said Apartment  
  
The Buyer agrees and undertakes to pay the balance Sale Consideration, and all other charges as described in this Allotment Letter in the manner and in accordance with the timelines indicated and agreed herein.
- 1.3 That a sum equivalent to 10 (Ten) percent of the Basic Sale Price (BSP) in respect of the Apartment shall be deemed to be the earnest money (the "Earnest Money"). The Buyer agrees and acknowledges that the Earnest Money shall at all times be a non-refundable deposit, and shall be forfeited by the Company in the event of the failure of the Buyer to comply with its obligations under this Allotment Letter. The Buyer agrees that the forfeiture of the Earnest Money is by way of liquidated damages payable to the Company on account of Buyer's default and the same is a genuine pre-estimate of the damages being suffered by the Company on account of the Buyer's defaulting in its obligations undertaken under this Allotment Letter.
- 1.4 Time is of the essence under this Allotment Letter and that Buyer shall make the timely payments in respect of each installment of the Consideration (as per the Payment Plan) and other charges payable under this Allotment Letter in accordance with the timelines indicated herein.
- 1.5 Company shall be under no obligation to send demands/reminders for Payments of the balance sale consideration. However, in Construction Linked Plan for payment, the Buyer is required to make all payments as specified in the demand notices for payment, within the period mentioned in the demand note.
- 1.6 The Buyer may at their option raise finances or a loan for purchase of the Apartment, including through mortgage of the Apartment (subject to obtaining of the no objection certificate from the Company). However, it shall remain the sole responsibility of the Buyer to ensure sanction of the loan and disbursement of the same as per the Payment Plan opted for by the Buyer. In the event of any default or delay in making of applicable payments to the Company, including inter alia where the same is attributable to any non-disbursement, rejection or delay in the loan taken by the Buyer, the Company shall be entitled to take recourse to all remedies available under applicable law and the terms and conditions of Allotment including inter alia to terminate the Allotment.

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- 1.7 In the event of delay on the part of the Buyer in making payment of the Consideration as per the Payment Plan opted by the Buyer and/ or other charges required to be made in accordance with the timelines indicated herein, then, without prejudice to the Company's rights to terminate this Allotment, the Buyer shall be required to pay interest at the rate of 18% per annum from the due date (in respect of such amounts) in relation to all such outstanding amounts/ payments till the date of due and final settlement of all amounts payable (including interest thereon).
- 1.8 Further, all payments received will be first applied towards applicable interest and other dues, if any, and thereafter towards the installments, as due under the Payment Plan, and no payment will be taken by or on behalf of the Company, after due date without the payment of the applicable interest.
- 1.9 If the Buyer fails to pay any installment(s) or other payments required to be made in accordance with the Plan, together with any applicable interest, within a period of 90 days from the due date, the this Allotment shall terminate forthwith automatically. Upon any such termination of Allotment, arising out of a default of the Buyer in making any payment hereunder, the Buyer shall not be entitled to any rights, title, lien, claims or demands whatsoever against the Apartment, or the Company.
- 1.10 Upon such termination/cancellation of Allotment, any amount deposited or paid by the Buyer towards the Apartment shall be refunded by the Company (to the Buyer), after deduction of and retention of the Earnest Money together with any interest on installments, interest on delayed payment due or payable and any other amount of a non-refundable nature including brokerage paid by the Company to the brokers in case of booking is done through a broker. The said amounts (net of all deductions, as specified above) shall be refunded (without any interest payments thereon) by the Company to the Buyer. However, in exceptional and genuine circumstances the Company may, at its sole discretion, restore the allotment in case the unit has not been allotted to someone, or else, an alternate unit, if available, may be offered in lieu of the same, after the Buyer pays all outstanding installments along with interest due and other necessary administrative and other charges as maybe specified by the Company.
- 1.11 Upon the termination of this Allotment Letter by Buyer, any amounts deposited or paid by the Buyer to the Company, shall be refunded to the Buyer, without the payment of any interest thereon, subject to the deduction and retention of the Earnest Money together with any interest on installments, interest on delayed payment due or payable and any other amount of a non-refundable nature including brokerage paid by the Company to the brokers in case of booking is done through a broker, Provided however, that-
- 1.12 Prior to the refund and release of any sums due to the Buyer hereunder, the Buyer shall inform and specify to the Company, each of the encumbrances claims, outstanding and dues from the Buyer to any party in relation to the Apartment, and obtain clearances (from all such persons) in relation to the same to the satisfaction of the Company.
- 1.13 Where any loan facility is availed of (by the Buyer), the Buyer shall obtain and provide to the Company, written acknowledgment, and acceptance, by the Bank and/or financial institution, that it is aware of the intention of the Buyer to terminate the Allotment Letter, and undertaking an unconditional release to the Company, that any such termination by the Buyer shall not result in any liability of the Company towards any entity, including but not limited to the bank, in respect of any financial commitments of the Buyer.
- 1.14 Any such refund and release shall be subject to the Buyer indemnifying the Company in relation to any undisclosed encumbrances, claims, outstanding and dues, and all other losses to the Company.
- 1.15 In the event of this Allotment Letter being terminated as aforesaid, the Company shall be free to sell the Apartment to a new buyer, free of any rights of and/or liabilities/ obligations towards the Buyer.
- 1.16 All payments due from the Buyer under this Allotment Letter shall be made only through demand draft(s) payable at Meerut through pay orders or A/c payee cheques issued by/drawn on banks at Meerut in favour of "Emm Vee Infrastructure (India) Pvt. Ltd" payable at Meerut. The reverse of each cheque shall record the number of the Apartment and name of the applicant under the Allotment Letter.

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- 1.17 For all payments, the date of clearance of the demand draft/pay order/cheque shall be taken as the date of payment. Dishonor of the demand draft/pay order/cheque for any reason, shall entitle the Company to charge from the Buyer an additional amount of Rs. 1,000/- towards administrative handling charges.
- 1.18 The Buyer shall be entitled to a signed receipt, as issued by the Company against delivery of every demand draft / pay / order / cheque issued by the Buyer, subject to the clearance of the said demand draft/pay order/cheque.
- 1.19 The creation by the Buyer of any encumbrance, or mortgage (including any security pledge, charge, lien, or any, other right of like nature with any third party) in relation to the Apartment or, including in favour of the Buyer's Bank will require the consent of the Company, which consent shall not be unreasonably withheld.

## ARTICLE 2: CONFIRMATIONS AND REPRESENTATIONS OF BUYER

- 2.1 The Buyer has reviewed all other relevant details of the Project as well as in respect of the Apartment and is fully satisfied with regard to the right, title and interest of the Company to the said Plot and the Company's right and authority to develop and construct the Project. The Buyer has understood all limitations and obligations of the Company in respect thereof. The Buyer assures the Company that the investigations by the Buyer are complete and the Buyer is fully satisfied that the Company is competent to enter into this Agreement.
- 2.2 The Buyer acknowledges that the Company has provided all information & clarifications as required by the Buyer and that the Buyer has not unduly relied upon and is not influenced by any architect plans, sales plans, sale brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to Developer description or physical condition of the Plot, the Project and the said Apartment (including the size and dimensions and any other physical characteristics thereof), the services to be provided by the Company, the estimated facilities/ amenities to be made available to the Buyer(s) or any other data except as specifically represented in this Agreement and the Application and that the Buyer has relied solely on the Buyer's own judgment and investigation(s) in deciding to enter into this Agreement to purchase the Apartment. No oral or written representations or statement (except as set out herein) made by or on behalf of any party, shall be considered to be part of this Agreement and that this Agreement shall be self contained and complete in itself in all respects.
- 2.3 The Buyer acknowledges that the Buyer is entering into this Agreement with full knowledge of all the laws, rules regulations, notifications, statutory provisions applicable to the Plot including but not limited to the terms and conditions of the approvals from the office of Meerut development authority as applicable to the Project and the Apartment and that the Buyer has clearly understood the Buyer's rights, duties, responsibilities, obligations there under, and agree to abide by the same.
- 2.4 The Buyer acknowledges that the Company relying upon the confirmations, representations, and assurances of the Buyer to faithfully abide by all the terms and conditions and stipulations as contained in the Application Form, the Allotment Letter as well as this Agreement has accepted in good faith the Application and has allotted the said Apartment, subject to the terms of the said Application Form, the Allotment Letter and the Agreement.
- 2.5 The Buyer agrees and acknowledges that the ownership and occupation of the Apartment in the Project will be subject to a number of restrictions as also obligations as detailed in this Agreement, and the Buyer offers to so conduct himself/herself/itself.

## ARTICLE 3: THE PROJECT

- 3.1 The Company **EMM VEE INFRASTRUCTURES (INDIA) PVT LTD** is Developing a Group Housing Project known as "**Dwaarika Heights**" (hereinafter referred to as the "Project") on a Plot of land admeasuring 14865 Sq. Mtrs., bearing Khasra Nos. 997,1000 &1004/1 at Village Ghat, NH-58, Delhi-Dehradun Bye Pass Road, Opp. APEX INSTITUTE, Meerut Uttar Pradesh, (India) (hereinafter referred to as the "Plot") which is duly Purchased and owned by the Company Vide Sale Deed Dated- 09.12.2009 Registered in the Office of Sub Registrar – III, Meerut in Bahi No. 1, Jild No. 5586 on Page Nos. 207 to 340 at Serial No. 11360 and Sale Deed Dated – 24.12.2011 Registered in the Office of Sub Registrar-III, Meerut in Bahi No. 1, Jild No. 7366 on Page Nos. 281 to 312 at Serial No. 16533 and Vide Sale Deed Dated- 24.12.2011 Registered in the office of Sub Registrar –III at Bahi No. 1 Jild No 7366 on Page Nos. 313 to 340 at Serial No. 16534

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- 3.2 Pursuant to execution of above referred Sale Deeds, the Company is the lawful owner and is presently in possession of the Plot and has been granted the requisite authority to construct, develop and execute the Project and undertake allotment of the apartments in the Project.
- 3.3 The Company shall develop and construct the Project in accordance with the / layout plan Sanctioned by MDA. However, the Company shall have the right to effect suitable and necessary variations, additions, alterations, deletions or modifications therein as it may, in its sole discretion or on the advice of its architects, deem appropriate and fit, or as may be required by any competent authority, if necessary, which may involve all or any of the changes, namely change in the area of the Apartment, position of Apartment , change in numbers of apartments, dimensions, height, location and increase/decrease in the number of car parking slots allotted to the Buyer(s) etc in the Project etc and the Buyer hereby gives his/her/ its consent for the same.
- 3.4 In regard to the suitability of such changes the opinion of the Company and its architects shall be final and binding on the Buyer. Further, in the event that as a consequence of such changes, there is any increase/decrease in the super area of the Apartment or the Apartment becomes preferentially located, revised price and/or applicable preferential location charges ("PLC") shall be payable and/or adjustable (without any interest accruing thereon from the original price at which the apartment has been booked for allotment).
- 3.5 The Buyer has been informed of and has accepted the specifications and information provided as to the materials to be used in construction of the said Apartment which are also tentative and the Company may affect such reasonable variations and modifications therein as it may deem appropriate and fit or as may be done or required to be done in accordance with the directions of any competent governmental authority, and the Buyer hereby consents to such changes.

#### ARTICLE 4: THE APARTMENT

- 4.1 It is hereby clarified that the term Apartment refers to the area in the interior of the Apartment, and that the term Project includes the various facilities and common areas therein and excluding those apartments and all other areas in the Project which have been allotted/sold to others, and/other rights of which still vest with the Company.
- 4.2 That as together with the Apartment the Buyer has also been granted usage rights in the common areas, services and facilities and the common structures in the Project such as foundations, columns, beams, supports, main valves, common roofs, corridors, staircases, fire escapes entrances and exits of the buildings, passages, driveways, garden, spaces for security as are required or specified for common use including installation of common services such as power, light, water, sewerage, lifts, tanks, pumps, ducts, areas under staircase, balconies, lifts, shafts (all types), refuge areas, stilts and the like and all easementary rights of access including the space utilized for installation and placement of generator sets and the like, the super area of the Apartment comes to /is ..... ( Sq. Ft) approx. (hereinafter being called the "Super Area"), and the sale price/consideration of the Apartment is therefore being calculated, charged and paid on the basis of the Super Area of the said Apartment.
- 4.3 Notwithstanding the above and for avoidance of doubt, it is clarified that it is only the inside space in the Apartment that has been agreed to be sold and the inclusion of the common areas in the computation does not give any proprietary interest therein to the Buyer.

#### ARTICLE 5: POSSESSION OF APARTMENT

- 5.1 Subject to the sanction of the building plans for the Project (including revisions thereof), and to all the buyers of the apartments in the Project making timely payment and force majeure, the Company shall endeavor to complete the construction of the Apartment within **25 months** from the date of the execution of this Agreement. After the expiry of the aforesaid **25 months**, the Company shall have a grace period of 6 (Six) months to complete the construction of the Apartment (the "Grace Period").
- 5.2 Where the completion of the construction of the Apartment and/or the handing over of the possession of the Apartment is delayed by any reasons beyond the control of the Company, including without limitation Force Majeure (defined hereinafter), then no claim whatsoever by way of any damages/compensation shall be raised against the Company, and the Buyer hereby waives all rights and claims in this regard. Further, where any delay occurs in possession being handed over to the Buyer on account of any of the reasons specified under this Clause 5.3, the Company shall be entitled to a reasonable extension of time for handing over possession of the said Apartment to the Buyer.

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5.3 For the purposes of this Allotment, "Force Majeure" shall mean any event or circumstance or a combination of events and circumstances, whether occurred or likely to occur, which satisfies all the following conditions:

- i) Materially and adversely affects the Project and/or performance of an obligation of the Company; and
- ii) Are beyond the control of the Company;

And includes (without limitation), subject to satisfaction of the above conditions, the following events and/or circumstances:

- a) war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy;
- b) revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
- c) strikes, industrial disputes and/or lockouts and/or interrupting supplies and services to the Project;
- d) change in governmental policy, laws (including, any statute, ordinance, rule, regulation, judgment, notification, order, decree, permission, license or approval), including but not limited to, expropriation or compulsory acquisition by any Government of any part of the Project or rights therein;
- e) acts of God or events beyond the reasonable control of the affected party which could not reasonably have been expected, including any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics or plagues or any other similar effect;
- f) Any judgment or order of any court of competent jurisdiction or Government in India made against the Company or Project in any proceedings.

5.4 Prior to handing over of the possession of the Apartment to Buyer, the Company shall obtain the part/full building Completion (occupancy) certificate from MDA.

5.5 Without prejudice to the above, possession of Apartment shall be delivered by the Company to the Buyer only upon registration of the sale deed in favour of the Allottee and company having received all dues and demand payable up to the date of such possession, including as specified under this Allotment or vide a separate demand notice made by the Company, by the Buyer have been made to the Company together with all applicable interest (including for any delays).

5.6 That various towers in the Project are to be completed in phases and upon the completion of each such tower, the apartments therein shall be handed over to the respective buyers of that tower after obtaining part completion certificate from MDA. The Buyer agrees and acknowledges that upon taking possession of the Apartment as provided herein, the Buyer, shall have no claim against the Company as to any item of work, materials, installations etc. in the said Apartment or on any other ground whatsoever, and the Buyer waives all rights and claims in relation to the same.

5.7 Subject to the Buyer having complied with its obligations under this Allotment as well as the Application Form, including but not limited to timely payment of the Consideration as per the Payment Plan opted by the Buyer and other charges as specified in the demand notice(s), in the event of any willful delay in construction of the Apartment beyond the Grace Period, for reasons attributable solely to the Company, delay charges would be payable to the Buyer at the rate of Rs. 5/- Per Sq. Ft. per month on super area basis for each completed month of delay calculated from the date of expiry of the Grace Period.

5.8 It is hereby clarified that the above said delay charges shall be payable, subject to a demand being made by the Buyer for the same (and be calculated from the date of the said demand), till the date when possession of the Apartment is offered to the Buyer. Further, all payments towards the delay charges, as due from the Company, would be adjusted from payments due to the Company from the Buyer at the time of the final settlement thereof. Provided specifically that, the Company shall be entitled (without the payment of any delay charges) to not offer possession of the Apartment, to the Buyer, till all amounts due and payable by the Buyer to the Company, as of such date (including all default interest specified above), have been paid by the Buyer.

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- 5.9 The Buyer shall take possession of the Apartment within 30 days from the date of issue of offer to take possession, failing which the Buyer shall be liable to pay holding charges @ Rs. 5/- per sq. ft. per month to the Company on Super Area basis, for the entire period the Buyer does not take actual physical delivery of the Apartment. It is hereby clarified that these holding charges shall be independent of all dues and charges specified hereunder. Where Buyer omits, fails, refuses and/or neglects to take possession of the said Apartment from the Company for any reasons whatsoever, the Apartment shall be held by the Company at the risk and cost of the Buyer.
- 5.10 Subject to above, in the event of the Buyer fails to take possession for any reasons whatsoever (including but not limited to any willful failure or refusal to take possession), the Buyer shall be deemed to have taken the possession by the Company and the Buyer shall be liable for the payment of maintenance charges or any other Taxes, leviable /applicable in relation to the Apartment and the Company shall not be responsible for any loss or damages to the finishes, fittings and fixtures in the Apartment on account of such failure to take possession.
- 5.11 The Parties agree and acknowledge that the Super Area of the Apartment is subject to variation and change to maximum extent of 5%, at the time of the delivery of possession of the Apartment to the Buyer, and the charges in relation to the same will be payable/ adjusted as specified hereinabove. No claim, demand, suit and/or litigation, shall be raised by the Buyer in relation to such variation in the Super Area, and the Buyer hereby waives all rights in relation to the same.
- 5.12 The Buyer agrees and undertakes that, after taking possession or deemed possession of the said Apartment, as the case may be, or at any time thereafter, the Buyer shall have no objection to the Company undertaking construction of or continuing with the construction of the Project or other building(s) adjoining the Apartment. Further, where, if any later change in any applicable law permits further construction on any portion of the Land or any part of the Project, the Company shall be entitled to undertake the said construction and the Buyer shall not have any objection and shall consent to such further construction.

#### ARTICLE 6: OWNERSHIP AND TRANSFER

- 6.1 After the grant and receipt by the Company of the completion certificate from MDA for the tower in which the Apartment is situated, the Company shall, subject to the Buyer having paid the entire Consideration and other charges and dues to the Company as per the Payment Plan and demand notice(s), execute the Sale-Deed in favour of the Buyer for sale/lease of the Apartment in favour of the Buyer as per applicable laws.
- 6.2 That all costs, charges and expenses towards execution of the Sale-Deed including any Taxes, miscellaneous or other additional or related charges, if any, payable under law or demanded by any Government shall be paid and borne by the Buyer.
- 6.3 Save and with the sole exception of the interior spaces of the Apartment allotted to the Buyer, the Buyer shall have no proprietary title or interest over any common area, including without limitation any lawns, lobbies, staircase, lifts and corridors (the "Common Area"). Provided that the Buyer shall, subject to the payment (to the Company) of all of maintenance charges have easementary rights of use of the Common Area.
- 6.4 All Common Area and facilities shall remain the property of the Company, which shall be responsible for the maintenance and upkeep of the Common Area, till such time as the same is transferred/ assigned to any other body or association or society of residents of the Project, in accordance with the provisions of U.P. Apartment (Promotion of Construction, Ownership Maintenance) Act, 2010 or any other law applicable to the Project. Provided further that any club, sports facility, amphitheatre, swimming pool, open spaces, parking spaces (except to the extent the parking space that are transferred to anybody or association or society of residents), public amenities, business lounges, shopping space if any, and all other such facilities shall not be transferred to such body or association or society and shall remain in the sole ownership of Company.
- 6.5 The Buyer agrees and undertakes to co-operate with the Company at all times, and shall, from time to time, sign and execute all applications, papers, documents, maintenance agreement and all other relevant papers, do all the acts, deeds and things as the Company may require for the purposes of giving effect to the terms of this Agreement, and for safeguarding the interests of the Company and other apartment owners, in relation to the Project.

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- 6.6 At any time prior to the execution of the Sale Deed, the Buyer may nominate a third party and may get the name of a nominee substitute in the Buyer's place and assign all rights and obligations of the Buyer under this Agreement/Allotment to such third party, subject to the prior approval of the Company and on clearing all dues and outstanding payable to the Company in terms hereof, till that date. The Company may at its sole discretion permit such substitution and assignment on such terms and conditions as the Company may deem fit and proper, and in accordance with applicable laws including inter alia any guidelines available as per prevailing law, if any in this regard.

It is hereby agreed that all applicable administrative transfer charges (as prescribed by the Company for such substitution and assignment (including towards the execution of any agreements, documents, or contractual arrangements as maybe required under any applicable law), together with any applicable Taxes for such substitution and assignment for the same will be to the sole account of and be payable by the Buyer prior to such substitution/assignment. It is clarified that any change in name of the Buyer and/or any additions/deletions thereto, including through the means of any substitution and assignment as contemplated hereinabove, shall be deemed as substitution for the purposes of this Agreement/Allotment.

#### ARTICLE 7: MAINTENANCE OF THE PROJECT

- 7.1 The Company shall provide the requisite common area maintenance services within the Project which shall broadly include operation and maintenance of the power backup and generator systems, fire - fighting system, garbage disposal of upkeep of common areas, water supply, sewerage system and drainage system lighting facilities for the common area and internal roads, maintenance and upkeep of internal roads, pathways, boundary walls/fencing, horticulture, provisions of general watch and ward within the Project, insurance of the building (s) and common Installations / equipments / machines in the Project (collectively referred to as "Maintenance Services"). Further, it is clarified that the cost of the individual electric, water, sewer connection charges, provision for fire - fighting equipments, power backup and charges for operation of generator sets, club membership/usage of club facilities, basement store, car parking charges etc. are not included in the basic sale price and will be chargeable extra.
- 7.2 It is hereby agreed that the Company shall be entitled to undertake the provision of the Maintenance Services, either through itself or through any other appropriate agency designated by it (collectively referred to as "Maintenance Agency"). The Buyer hereby agrees and undertakes to make timely payment towards all charges, and dues in relation to provision of the Maintenance Services (the "Maintenance Charges") as may be fixed by the maintenance Agency from time to time, and as revised by the Maintenance Agency from time to time. It is hereby agreed that the Maintenance Charges shall be due and payable from the 1st day of the calendar month in which the possession of the Apartment is offered by the Company to the Buyer.
- 7.3 The Buyer agrees and undertakes to enter into and execute a separate agreement with the Maintenance Agency (the "Maintenance Agreement") in relation to provision of Maintenance Services in the Project (if so required by the Maintenance Agency), prior to the Buyer taking possession of the Apartment. The Maintenance Agreement may inter alia specify the Maintenance Services to be provided in relation to the Apartment and the Project and the applicable Maintenance Charges payable by the Buyer in respect of the same.
- 7.4 Further, the Buyer shall also pay to the Maintenance Agency an interest - free security deposit plus six months advance maintenance charges as per the terms finalized by the Maintenance Agency, prior to taking over the possession of the Apartment. This security deposit shall pursuant to any transfer (whether by means of a sale, assignment, disposal or otherwise) of the Apartment by the Buyer to a third party, be transferred in the name of such third party transferee.
- 7.5 The Buyer agrees and undertakes to pay all the applicable property tax and other Taxes as assessed by any Government, in respect of the Apartment or the Plot in accordance with the Super Area, directly to such authority.

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have been read and understood by me/us and I/we hereby accept the same.

- 7.6 The Parties agree that the structure of the building(s) in the Project may require to be insured against fire, earthquake and any other natural calamities and disasters, and that the same may be obtained by the Maintenance Agency on behalf of the Buyer (with the costs of such insurance being due and payable by the Buyer as a part of the Maintenance Charges).

Provided however, that insurance in respect of contents of each Apartment (including but not limited to any fitting or furnishing) shall not be obtained by the Maintenance Agency and shall be obtained separately by the Buyer (or any occupant of the Apartment) as the Buyer's own cost.

- 7.7 The Parties agree that in addition to the Maintenance Charges, the Buyer may from time to time be required (as may be specified by the Company) to contribute to a 'Sinking Fund', which shall be utilized for the express object of providing for replacement or refurbishing of capital/maintenance equipment or for carrying out major repairs to the machinery and equipment, installed in the Project.

#### ARTICLE 8: USE OF THE APARTMENT AND COMMON AREAS

- 8.1 The Buyer agrees and undertakes that the Buyer shall not do or permit to be done, any of the following acts:-

- a) To do anything in or about the said Apartment which may cause or tend to cause damage to any flooring or ceiling or any part of the apartment or any apartment above/below or adjacent to Apartment or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use,
- b) To close or in any manner obstruct or restrict the use of the ground space, corridors or lounges or balconies or common passages or common corridors or any other common areas even if the entire floor/floors in any part of the Project are occupied by the Buyer.
- c) It is hereby clarified that the buyer of any apartment on the ground floor of any tower in the Project shall not have exclusive right over the lawn or any open space (or any other Common Area), attached/close to the Buyer's Apartment, except where it has been expressly permitted by the Company by charging additional consideration.
- d) To enclose the balconies or any other open areas forming a part of the Apartment, or carry out any decoration, change or alteration in any portion of the exterior elevation or design of the Apartment.
- e) To make any alterations in any elevations and outside colour scheme of the expressed wall of the verandah, lounge or any external wall, or both the faces of external doors and window of the Apartment which in the opinion of Company differ from the colour scheme of the Project. It is hereby clarified that while the Buyer shall be free to decide on the interiors and the colour scheme thereof, the Buyer shall not change the colour and facade of exterior of the Apartment as specified hereinbefore.
- f) To put up any name or signboard, publicity or advertisement material outside the Apartment or anywhere in the common areas without prior permission of the Company or their nominees in writing.
- g) To cause noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags or garbage etc., anywhere save and except in areas/places specifically earmarked for the purposes in the Project.
- h) The Buyer shall at the Buyer's own cost keep the said Apartment in good and tenable condition, and repair and maintain the same properly. The Buyer shall also keep the inside of the Apartment in a neat, clean and tidy condition. The Buyer will ensure that all dirt, garbage and waste is properly transported out in covered cans/bags,
- i) To do, nor permit or suffer anything to be done in any manner to any part of the building, the staircase, lifts, shafts and common passages, compound or in which would expose the Project to any kind of risk or loss, whether physical, legal or otherwise be unbecoming of a building complex of the nature of the Project.

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- j) To demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Apartment or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, walls, slabs/concrete or other structural support. Further, no damage to the building would be caused in any manner and all consideration of safety, fire fighting systems will have to be observed /maintained.
- k) To divide or sub-divide the Apartment in any manner, which is at all times required to remain a single family apartment.
- l) Store/stock/bring into/keep in the said Apartment any goods/ material/fluid/chemical/substance of explosive/hazardous/ combustible / flammable nature or any act which has effect of doing so, either directly or through any of the Buyer's agents, servants, employees, licensees, or visitors, which may cause risk by fire, or which, on account of their nature or particular characteristic, may cause damage to or endanger and/or expose to risk of such damage, to the structure or safety of the building or neighboring apartments, and/or the assets of the other occupants or the equipments in the Project.
- m) To do any act or omission, which may endanger the occupation of the other areas or be a source of nuisance to others.

8.2 The Buyer further agrees, acknowledges and undertakes that:

- i) No immoral, improper, offensive or unlawful use shall be made of the Apartment or the Project or any part thereof. Further, the Apartment shall not be used in a manner which will be a nuisance or be obnoxious to the other occupants of the Project. The Buyer shall not do any act or omission which will make it difficult for the other buyers to enjoy and make the best possible use of the apartments and the Project.
- ii) The Buyer shall adhere to and abide by all laws, bye-laws, rules and regulations of any Government having jurisdiction including the provisions of any other laws applicable earlier or made applicable hereafter to the said Apartment/ Project and as may be mended from time to time, and to pay all applicable Taxes as may be due, in respect of the Apartment, and in respectof the Plot and/or the Project (in proportion to the Super Area of the Apartment).
- iii). The Project shall always be known as 'DWAARIKA HEIGHTS' and the same shall not be changed by any association or society of the apartment owners or any other persons. Further,at all times, the name of the Company or the group it belongs to i.e EMM VEE INFRASTRUCTURE (INDIA) PVT LTD, shall always be displayed at prominent places in the Project. The copy right/trade mark/property mark and all intellectual property (including the words ("Dwaarika Heights"), (whether registered or not) shall always remain and vest with the Company, and no person, including but not limited to the association/society shall have any claim or right of any nature whatsoever on the said intellectual property.

ARTICLE 9: GENERAL

- 9.1 This Allotment is provisional and subject to the terms and conditions, restrictions and limitations contained herein and the Application Form. The Buyer has read and understood the same and has undertaken to abide by all such terms and conditions, restrictions and limitations.
- 9.2 Any delay or indulgence by the Company in enforcing the terms of this Allotment or any forbearance or giving of time to the Buyer 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 Buyer nor shall the same in any manner prejudices the rights of the Company.
- 9.3 Any notice or other writing required or permitted to be given under this Allotment or for the purposes of this Allotment (referred to in this Clause as a "Notice") to any Party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or other form of recorded communication tested prior to transmission to such Party:

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have been read and understood by me/us and I/we hereby accept the same.

In the case of a Notice to the Buyer: - (or where there is more than one person constituting the Buyer, the person first mentioned as the Buyer) at:

Attention: **MR.** ..... **S/O** .....

Address: ..... **MEERUT-250001**

Fax ..... Email: ..... **Mob.**.....

In the case of a Notice to the Company:-

Attention: General Manager, Customer Care  
Emm Vee Infrastructures (India) Pvt. Ltd.

Address: .

Fax:

Email: [groupprasandi@gmail.com](mailto:groupprasandi@gmail.com)

The Company shall send all letters/notices and communications to the sole/first applicant at the address given in the application form at the time of booking. It is clarified that the Company shall not be liable to send separate communication, letter/notices to the second applicant or to applicant other than the first applicant. Further it shall be the sole responsibility of the Buyer to inform the Company of all subsequent changes in his/her/its address, through the means of a registered letter, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by the Buyer upon the expiry of three days after the posting of such letter.

- 9.4 The Buyer shall be required to obtain all necessary approvals, licenses and permissions including from any Government, in relation to the purchase of the Apartment by the Buyer, and specifically where the Buyer has NRI status or is a foreign nationals, such Buyer shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payments/considerations and acquisition of immovable assets in India.

Further in case any such approval, license or permission is ever refused or subsequently found lacking by any Government/the Company, the Company shall be entitled to terminate this Allotment and provisions relating to termination/cancellation of Allotment by Company as stated hereinabove shall apply.. Such buyer/Allottee(s) agrees that the Company will not be liable in any manner whatsoever in this regard.

- 9.5 Headings to the Clauses/Articles of this Allotment are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Allotment.
- 9.6 Words importing the singular shall embrace the plural and words importing one gender shall embrace the order gender and vice versa respectively.
- 9.7 The Recitals, Annexure/Schedules hereto form part of this Allotment Letter and are expressly incorporated herein.
- 9.8 The Parties agree that this Allotment Letter may be executed in as many counterparts as the Parties may deem fit, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.
- 9.10 Nothing expressed or implied in this Allotment Letter is intended or shall be construed to confer upon or give any person, other than the Parties hereto any rights or remedies under or by reason of this Allotment Letter or any transaction contemplated by this Allotment Letter.
- 9.11 If any provision of this Allotment Letter is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions of this Allotment Letter shall continue to remain in full force and effect.

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have been read and understood by me/us and I/we hereby accept the same.

- 9.12 Except as specified herein, the Buyer shall not be entitled to assign any benefits, obligations or burdens under this Allotment Letter to any third party without the prior written consent of the Company. Subject to the foregoing, this Allotment Letter shall ensure to the benefit of and be binding upon the Parties and their respective successors (including any successor by reason of amalgamation or merger of any Party) and permitted assigns.
- 9.13 Notwithstanding, anything contained in this Allotment Letter, the Company shall be entitled to raise loans from financial institutions and banks, in relation to the Project, and further, that for the purposes of such loans, the Company shall be entitled to encumber the Project together with all apartments, therein, including inter alia by way of creation of mortgages, charges, liens etc. Provided however, that save for and subject to any liens, mortgages, charges, or any other encumbrances created by (or for benefit of) the Buyer, the Apartment shall be delivered to the Buyer free of all charges and encumbrances, as on the date of the execution of the Sale Deed in favour of Buyer.
- 9.14 Survival of Terms of the Application Form **dated** ..... All terms and conditions/provisions of the Application Form/ Provisional Allotment Letter, are hereby deemed incorporated herein, and shall form an integral part of this Allotment Letter. To the extent that any terms and conditions/ provisions of the Application Form / Provisional Allotment letter conflicts with any provisions of this Letter of Allotment, the terms of this Letter of Allotment shall override and prevail and this Letter of Allotment shall be an amendment to all such terms of the Provisional Allotment and Allotment Letter.

**10 APPLICABLE LAWS AND JURISDICTION**

- 10.1 This Allotment Letter shall be construed, interpreted and applied in accordance with and shall be governed by the laws of India.
- 10.2 All and any disputes arising out of or in relation to this Allotment Letter, shall be resolved by the Courts of Meerut, Uttar Pradesh.

For and on Behalf of Company:

**Authorised Signatory:**

Name:       :

Designation:

**Emm Vee Infrastructures (India) Pvt. Ltd**

**Acknowledgement:**

I/We have fully read and understood the above mentioned terms and conditions of Allotment and agree to abide by the same.

Signature of Buyer(s)

Name:

**Address:**