

Flat Buyer (s)

# ***Letter of Allotment***

between

**OMEGA INFRABUILD PVT. LTD.**

and

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.....



Flat No. .... Size .....

**Terms & Conditions for Allotment**

This allotment is being done by M/s Omega Infrabuild Pvt. Limited, a Company registered under the Companies Act, 1956 having Registered Office at C-22, East End Apartments, Mayur Vihar Extension, Phase-I, New Delhi & Branch Office at 1<sup>st</sup> Floor, 4/34, Vivek Khand, Gomti Nagar, Lucknow (hereinafter referred to as the Company) in favour of

- 1. Shri/Smt. ....  
S/D/W/o of Shri .....  
Resident of .....
  
- \*2. Shri/Smt .....  
S/D/W/o of Shri .....  
Resident of .....
  
- \*3. Shri/Smt. ....  
S/D/W/o of Shri .....  
Resident of .....

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please state the name and the address of the applicant as well as co-applicant, if any) (hereinafter referred to as Allottee).

WHEREAS the Company has conceived, planned and is in the process of developing residential Flats in a Group housing Project known as "Omega Urban Greens" approved by the statutory Authority UP Govt. (hereinafter referred to as "Project") on a piece and parcel of land admeasuring \_\_\_\_\_ Acres situated at village purseni Rae-Bareilly Road, Lucknow, U.P. ((hereinafter referred to as "Land"). In this regard, the Company has obtained all approvals & NOCs from the statutory authorities applicable for Group housing Project "Omega Urban Greens"

WHEREAS the Allottee has applied for provisional registration of a residential Flat in the Project of the Company. The Allottee understands that the Project has other components, including Commercial, etc., however, his application shall be confined and limited in its scope to the Group housing residential Flat in the aforesaid Land as stated above.

AND WHEREAS the Company has obtained all the approvals and complied with other related statutory compliances with the local authorities as applicable for developing the land and the developed Flats thereon in favour of the Allottees.

NOW THEREFORE, this Provisional Allotment of Flat No. \_\_\_\_\_ in the "Omega Urban Greens" project is made in favour of the Allottees, subject to the Terms and Conditions as under: -

**A. GENERAL:**

1. This Provisional Allotment is based on the representation made by the Allottee in his Application dated \_\_\_\_\_ and is liable to be cancelled in case any of the representations made in the Application by the Allottee is found to be incorrect and/or false.
2. This Provisional Allotment Letter shall be valid only when the same is signed by the applicant/co-applicant himself/herself in case of individuals. In case of a Partnership Firm, the Provisional Allotment Letter shall be signed by the Partner of the Firm, duly authorized vide resolution passed by and signed by all the partners constituting the Partnership Firm. In case of a Company, the Provisional Allotment Letter shall be signed by the authorized signatory duly authorized by the Company, vide its Board Resolution. In all the cases, the person, who is signing the Provisional Allotment Letter must produce proper identification document to the satisfaction of the Company.
3. That this Provisional Allotment Letter is to be duly signed by the authorized representative of the company and the company in such case only treats the Allotment Letter as valid.
4. The site plan, unit plan, payment schedule and the layout plan of the Group housing Project, as proposed in the respective project brochure and its accompanied price list shall be considered as valid when it is signed by duly authorized representative of the company..

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5. This Provisional Allotment Letter is subject to any amendment / modification to the terms and conditions as may be imposed by the statutory authorities and the law applicable from time to time.
6. The Allottee represents and confirms that the Allottee has satisfied himself about the competence of the Company to allot the said Flat provisionally in favour of the Allottee and has inspected and verified all the available relevant documents, title deeds, approved layout plans etc. for the "Omega Urban Greens" project and familiarized himself with the dimension and other details of the Flat and also understood all limitations and obligations of the Company.
7. The Allottee hereby agrees to abide by the Terms & Conditions of this Allotment Letter including those relating to the total price, schedule of payment, Government charges including but not limited to EDC, and IDC and infrastructure Augmentation charges and other charges forfeiture of earnest money as laid down herein.
8. The Allottee confirms that he has fully read and understood the terms and conditions stated herein and agrees to abide by the same. The Allottee understands that the terms and conditions mentioned herein shall supersede the terms and conditions mentioned in the Application, to the extent of conflict or inconsistency, set out in this Provisional Allotment Letter.
9. The Allottee understands that the Company shall be carrying out extensive developmental/construction activities for several years in future in the entire area falling inside/ outside the Scheme in which the Flat is located and that the Allottee, on being made aware of this fact by the Company, has confirmed that Allottee shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him due to such developmental/construction or its incidental/related activities.
10. The Allottee hereby authorizes and permits the Company to raise finance, loan from any financial institution/bank by way of charge, mortgage, securitization of receivable or any other mode or manner by charge or mortgage of the land or any part thereof including the Flat, subject to the condition that the Flat shall be free from all encumbrances at the time of execution of the Conveyance/Sale Deed.

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13. The Company shall have the right to effect suitable necessary alterations in the layout plan of the Project, if and when found necessary, which alterations may involve all or any of the following changes, namely change in the position of Flat, change in the no. of the Flat/or change in its dimensions or change in its area and to implement any or all of the above changes. If there is any increase/decrease in the area, the rate per sq. mtr. and other charges will be applicable to the changed area i.e. at the same rate at which the Flat was booked and as a consequence of such reduction or increase in the area, the Company shall be liable to refund to the Allottee without interest, only the extra price and other proportionate charges recovered or shall be entitled to recover from the Allottee, the additional price and other proportionate charges without interest, as the case may be.
14. The Allottee agrees that if, due to change in the layout plan, the Flat becomes preferentially located or additionally preferentially located, then the Allottee shall pay as and when demanded by the Company, preferential location charges/additional preferential location charges, as may be applicable. The Allottee further agrees that, if due to any change in the layout plan, the Flat ceases to be in a preferential location, the Company shall refund only the amount of preferential location charges paid by the Allottee and such refund shall be adjusted in the last installment as per the payment plan opted by the Allottee and the Allottee agrees to the same and shall not raise any further dispute or claim

**C. Assignment / Nomination/ Substitution etc.:**

15. The Allottee is fully aware of the fact that once the allotment of the residential Flat is made under this Provisional Allotment Letter, the same cannot be assigned or transferred to any other person unless the present Allottee clears all the pending dues before the Allottee approaches the Company for Assignment / Nomination / Substitution of the Residential Flat provisionally allotted to him/her. The Company may charge an amount as Administrative Charges for changing the name for Nomination the Flat provisionally allotted in the name of the proposed Assignee/ Nominee, from the present Allottee.
16. The Company may at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee to get the names of his/her nominee added, deleted, substituted alongwith/in his/her place subject to such terms and conditions and upon the payment of such charges as the Company may levy at its sole discretion. The Allottee shall be solely liable and responsible for all legal, monetary and other consequences that may arise from such nominations. It is specifically made clear to the allottee that at present there is no instructions of the competent authorities or any other authority to restrict any nomination / assignment of the flat. However, in the event of any imposition of such instructions at any time, to restrict nomination/assignment of the flat by any authority, the company shall comply with the same and the Allottee shall be bound by the same.

**D. Other amenities / facilities:**

17. It is made clear by the Company to the Allottee that all rights including the ownership thereof of land(s), facilities and amenities (other than those specifically earmarked as common areas and facilities for common use of the occupants within the "Omega Urban

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Greens" project shall vest solely with the Company and the Company shall have the sole and absolute authority to deal in any manner, facilities and amenities including but not limited to creation of further rights in favour of any third party by way of lease, collaboration, joint venture, operation and management or any other mode including assignment/nominate to any person, institution, trust, government, semi-government, any other authority, body and/or any local body(ies) which the Company may deem fit in its sole discretion. It is made clear by the Company to the Allottee that the Company at any time has not made any commitment or charged any price for the ownership of the Allottee of the aforesaid amenities/facilities which are specifically earmarked by the Company for the Company's ownership, though the Company may permit the occupants of the "Omega Urban Greens" project to use such amenities and facilities upon payment of fees, subscription charges, security deposit etc. as may be decided by the Company/management of such amenities and facilities from time to time.

**E. Payment:**

18. The Allottee agrees to pay the Total Price including but not limited to charges which do not form part of the Total Price and that such charges shall be payable by the Allottee on the basis of the Flat area and shall abide by the terms and conditions of this Provisional Allotment Letter. The Allottee shall not have any right, title or interest of any kind whatsoever in any buildings/flats, common facilities and amenities falling outside the Flat
19. The Allottee shall make all payments by A/c payee cheque(s)/demand draft(s) drawn in favour of "A/c Omega Urban Greens" payable at Lucknow.
20. The mode of payments will be as per the schedule attached and opted by the Allottee from the available options.
21. The options opted by the Allottee in the Application Form submitted is final and no changes are normally allowed in the same. In the event the Allottee desires any changes, the Allottee shall make a request in writing which the Company shall consider without any obligation for providing the same. However, if the Company decides to make any changes as per the request, the Allottee shall be liable to make payments for the same as decided by the Company.
22. The installment due towards the payment of flat will be paid as per the payment schedule, and no separate letter will be issued for any such installments, hence it is obligatory on the part of the Allottee to pay the installments on or before the due dates as mentioned in the payment schedule.
23. The Allottee agrees and understands that the Company shall have the right to adjust/appropriate the installment amount received from the Allottee first towards the interest and other sums, if any, due from the Allottee and the balance, if any, shall be adjusted against the Total Price of the Flat. Such adjustment/appropriation of the payments shall be done at the sole discretion of the Company and the Allottee undertakes not to object, protest, and demur or direct the Company to adjust the Allottee's payments in any manner otherwise, than as decided by the Company. The Allottee further agrees that any waiver of any installment or part payment or any

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pecuniary benefit/compensation extended to the Allottee under any project of the Company applicable to the present project as the Allottee, such adjustment shall be made in favour of the Allottee against the last installment payable by the Allottee, before execution of the sale deed in favour of the Allottee.

24. The computation of the price of the Flat does not include any element of recovery or payments towards flat, development running and operation of common amenities convenience stores commercial / shopping area or any other conveniences as well as recovery of payment towards maintenance charges of any kind by the Company from the Allottee in any manner. The Allottee agrees that all services in addition to the services, which have been specifically agreed as per this Provisional Allotment Letter, shall be on chargeable basis.
25. In case the Allottee defaults in making the payment as per the schedule attached herewith and/or as demanded by the Company from time to time beyond the due date of such payment, the Allottee shall be liable to pay interest @ 24% per annum of such outstanding amount till the actual payment is made by the Allottee to the Company. However, if such default continues beyond 60 (Sixty) days from the due date of such payment to the Company, the Company shall have the right to terminate this Provisional Allotment Letter as well as cancel the Flat allotted and forfeit 10% of the Total Price and adjustments of Non Refundable Amounts as mentioned herein. The Company shall also be entitled to charge all the dues and charges payable by the Allottee till the date of such cancellation of the Flat, which shall be adjusted against any amounts due to the Allottee from the Company, and balance if any shall be recovered from the Allottee. Non Refundable Amounts includes interest paid or due on delayed payments, interest paid or due on installments, brokerage, etc.
26. The Allottee agrees to pay any charges / fees as and when demanded by the Company, if imposed upon by the relevant authorities levied by whatever name called or in whatever form and with all such conditions imposed by the competent authorities. If such charges / fees is increased/demanded (including with retrospective effect) even after execution of the conveyance deed, the Allottee agrees to pay such charges directly to the government or to the Company forthwith of the Company raising such demand. The Allottee agrees that the Company shall have the first charge and lien on the Flat to the extent of unpaid amount, including any statutory dues made or demanded by any Governmental/ statutory authorities and paid by the Company on behalf of the Allottee.
27. It is clearly understood by the Allottee that the Company shall not be responsible for any delay in payment by the Allottee as mentioned above, due to the reason of the third party lender delaying in sanctioning any amount as a loan or advance to the Allottee.
28. In respect of all remittances, acquisition/ allotment/nomination/assignment of the Flat it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under the Application / Provisional Allotment Letter. Any refund, Allotment/nomination/assignment of security if provided in

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1. terms of the Provisional Allotment Letter shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Allottee's part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he shall be solely liable for any action that may be taken by the competent authorities in this regard. The Company accepts no responsibility in this regard and the Allottee shall keep the Company fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard.

**F. Maintenance:**

29. After developing the Project, the Company and before the execution of the conveyance deed, the Allottee shall enter into a separate maintenance services agreement with the Company or the associate company or the maintenance agency as nominated by the Company on the terms and conditions as may be provided at the time of the intimation for the execution of the conveyance deed or any time prior to such intimation. It is made clear that the Company may relocate/shift the responsibility for maintenance to any associate company or a Maintenance Agency as it may deem fit and at a suitable time considered appropriate by the Company. It is clearly understood by the Allottee that the Allottee has to pay the monthly Maintenance Charges as demanded by the Company or associate company or the Maintenance agency from time to time for providing maintenance and upkeep and allied services for the Project. Such monthly Maintenance charges may be subject to revision from time to time.
30. In order to secure adequate provision of the maintenance services and due performance of the Allottee's obligation in paying promptly, the maintenance bills and other charges as may be raised by the associate company or the Maintenance Agency, the Allottee shall deposit and keep deposited with the Company an Interest Free Maintenance Security ("IFMS"). The Allottee agrees and undertakes to deposit IFMS as per the Payment Plan, as intimated by the Company for the same, along with the Maintenance Agreement to be executed between the parties at later stage.
31. The Company shall relocate/shift IFMS of the Allottee to the associate company or the Maintenance Agency after adjusting there from any outstanding maintenance bills and/or other outgoings of the Allottee at any time after execution of the Conveyance/Sale Deed and thereupon, the Company shall stand completely absolved and/or discharged of all its obligations and responsibilities concerning IFMS, including but not limited to issues of repayment, refund and/or claims, if any, of the Allottee on account of the same.
32. The Company or the associate company or the Maintenance Agency, as the case may be, shall relocate/shift all its obligations, rights and duties to the Local Body for maintenance as and when such Local Body is formed.

**G. Other charges / duty / levy / tax etc.**

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33. The Allottee shall pay directly, or if paid by the Company, then reimburse to the Company, on demand, Government rates, charges, Taxes or cesses, taxes of all and any kind by whatever name called including but not limited to Service Tax, VAT etc., levy of proportionate development charges with regard to state/national highways, transport, irrigation facilities and power facilities etc, whether levied or leviable now or in future on the project or the Flat, as the case may be, and the same shall be borne and paid by the Allottee.
34. The Allottee is aware that the Company may be applying for and thereafter will receive the permission, from State Electricity Boards or from any other body/commission/regulator/licensing authority constituted by the Government of U.P for such purpose, to receive and distribute supply of electrical energy in the project, under prevailing rules and byelaws of the Government and that the Allottee undertakes to pay on demand to the Company proportionate share as determined by the Company of all deposits and charges paid/ payable by the Company to the said U.P. State Electricity Board and /or any other body/commission/regulatory /licensing authority constituted by the Government of U.P. and /or any other authority or private party, failing which the same shall be treated as unpaid portion of the sale price payable by the Allottee for the Flat and the conveyance of the Flat shall be withheld by the Company till full payment thereof is received by the Company from the Allottee. Proportionate share of cost, incurred by the Company for creating infrastructure shall also be payable by Allottee on demand. Further in case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction as granted by the U.P State Electricity Board or any other body responsible for such bulk supply of electrical energy. The Allottee agrees to pay any increase in the deposits, charges for bulk supply of electrical energy as may be demanded by the Company, from time to time.
35. The Allottee is aware that the Company or its agents may at their sole discretion without being under any obligation and subject to such Government approvals as may be necessary, enter into any arrangement for procuring and supplying water to the said project from any nearest river, canal, reservoir and/or any other source. The Allottee agrees to pay on pro-rata basis, the cost of the water supply equipment installed for procuring and supplying water including portable water to the Omega Urban Greens project, by whatever name called either directly to the concerned authorities or if paid by the Company, reimburse the same to the Company on demand.
36. The Allottee shall pay the Company or its agents as the case may be, such amount(s) and other charges for the consumption of water so supplied to the Flat based on such tariff as may be fixed by the Company or Its agents in their sole discretion. The Allottee agrees to pay the amounts mentioned above and if the same are not paid it shall be treated as unpaid sale price of the Flat and the Company shall have the first charge and lien over the Flat to the extent of such unpaid amount.
37. While calculating the sale price of the Flat, the company has taken into account all applicable government charges as on date and the Allottee agrees to pay to the Company any increase in such government charges as and when demanded by the Company. In addition, the Allottee also agrees to pay Govt. rates, cess, charges or taxes of all or any kind by whatever name called, whether levied or increased in future, as the

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case may be from the date of this allotment in proportion to the area of the Flat prior to the execution of the sale deed.

38. The Allottee shall pay, as and when demanded by the Company, the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of the Conveyance/Sale Deed of the Flat in favour of the Allottee which shall be executed and got registered upon receipt of the full Sale Price, other dues and the said charges and expenses as may be payable or demanded from the Allottee in respect of the Flat allotted to him/her/them.
39. Apart from the above charges the Allottee shall also be liable to pay charges for conveyance, property tax and other government dues, charges, levies and/or taxes as and when applicable/demanded by the concerned authorities.

#### **H. Conveyance:**

40. After the development of basic infrastructure i.e. roads, drainage, sewerage, water supply, street lighting and other conveniences etc. upto the Flat, the Company shall intimate the Allottee for execution of the sale deed in respect of the Flat. The Allottee shall appear and duly sign and execute the sale deed before the registering authority with regard to the allotted Flat within 6 (six) months from the date of intimation of the possession of the Flat by the Company to the Allottee or within 60 (sixty) days from the date of intimation of the registration of the Flat by the company to the allottee, which ever is later, subject to receipt of the Total Price and all other dues. In case the Allottee refuses or neglects to execute and carry out the Registration inspite of the intimation sent by the company to the allottee, the company shall be at liberty to cancel the Flat allotted to the allottee and the money received shall be liable to forfeited.
41. The Company shall have the first lien and charge on the Flat for all its dues that may/become due and payable by the Allottee to the Company.
42. Except for the areas allotted and the easementary rights pertaining thereto, all the common areas and the facilities, parks and parking, public amenities, community hall etc., as approved in the layout plan shall be the property of the Company and Company reserves the right to use such space for any other purpose at its discretion as and when required.

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**I. Possession:**

43. THAT the company shall endeavor to offer possession of flat within 36 months with additional grace period of 6 months from the date of sanction of building plans by the authorities subject obtaining the completion certificate and other clearance from the statutory bodies and authorities and the standard force majeure circumstances and also on receipt of complete payment of the basic sale price and other charges due and payable upto the date of possession according to the payment plan applicable to Allottee punctually. The company on completion of the construction shall issue final call notice to the Allottee who shall within 30 days thereof, remit all dues and will get the property registered before the Sub- Registrar Lucknow (within 60 sixty days) and take possession of the flat. In the event of his failure to take possession within (within 60 sixty days), for any reason whatsoever, allottee shall be deemed to have taken possession of the allotted flat from the date the same has been offered for purpose of payment of maintenance charges or any other levies on account of the allotted unit, but the actual physical possession shall be delivered on payment of all upto date outstanding payments as demanded by the company. However the actual physical possession will be delivered after the execution & registration of sale deed in respect of the Provisional Allotment of the said flat.
44. That the Allottee of the flat unconditionally agrees and undertakes to pay necessary charges, from the date when possession is offered to him/her/them, as determined by the company to the company or the maintenance agency towards maintenance of water supply, electricity, parks, open spaces, road, cleaning and sweeping, street lights, sewer, storm drain etc and for maintaining various value added services until the services are handed over to the respective government agency(ies)/local body(ies). The Allottee shall deposit with the company or its maintenance agency a sum as decided by the Developer or its maintenance agency by way of interest free security to ensure timely payment of maintenance charges. The amount will be payable by the Allottee and will be paid at the time when possession is offered, it mandatory to get the sale deed register before the sub Registrar Lucknow prior to take actual possession of the said flat. However, the maintenance charges shall become payable from the date of offer of possession. Other charges such as holding over charges @ Rs 10.00(Rs. Ten only) per square feet per month shall be charged, in case intending Allottee fails to take actual possession of the flat within the thirty days from the date of offer of possession.
45. That the company will be delivered the possession of said flat with basic finishes. The Allottee shall do internal wiring, internal settings and install necessary fixtures and electrical accessories and do other works of internal decoration in said flat at its own costs in accordance with Fit-Out Policy of said project declared by company from time to time after taking prior approval of fit-out plans from the company. The Company shall provide connections to utility services (including services relating to supply of electricity till one point in the said flat, thereafter all arrangements for taking/supply of such services to the other parts of said flat shall be made by Allottee at its own costs. Allottee shall also install fire alarms, smoke detectors and water sprinklers etc. for protection against fire in said flat at its own costs as per the guidelines provided by the authorities and/ or the

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company. The company will provide necessary assistance to Allottee for fit outs by way of supplying electricity and water though costs thereof shall be borne by Allottee.

46. That the cost of electric connection is not included in the aforesaid price of the flat and shall be payable by the Allottee in addition to price of flat. Further, the Allottee shall pay on demand to the company, amount to be determined at the time of providing sewer and water connection and any other connection of a service which the company may provide to the allottee.
47. The actual possession of the flat shall be delivered only after the execution of sale deed. The sale deed will be executed in favour of the allottee only after receipt of complete payment of the basic sale price and other charges due and payable according to the payment plan applicable to Allottee.
48. In the event the Company fails to deliver the possession of the Flat to the Allottee within the stipulated time period as mentioned above, the Company shall pay to the Allottee compensation @ Rs. 10 (Rupees ten only) per Sqr. ft. per month on the area of the Flat for the period of default till the Flat is physically handed over to the Allottee subject to the Allottee complying with its obligations under the terms and conditions of this Provisional Allotment Letter.
49. In the event the Allottee fails to take actual possession of the Flat allotted under this Provisional Allotment Letter within the stipulated period mention by the Company intimating to take possession of the Flat, the Company shall be at liberty to charge @ Rs. 10/- per square feet per month for the total area of the Flat allotted, towards Holding Charges, and the Allottee shall be liable to pay such charges, for entire period of such delay in taking over the actual possession of the Flat. In the event of non-payment of such Holding Charges and/or due to unreasonable delay in taking over the actual possession in spite of the reminders sent by the Company and such delay exceeds more than 6 (six) months from the date of expiry of the stipulated time period for taking possession of the Flat, the Company shall be at liberty to cancel this Provisional Allotment Letter as well as the Flat and recover/adjust from the payment made up to the date of such cancellation against such dues including overdue interest and other charges mentioned herein.

**J. Construction on the Flat:**

50. It is made clear to the Allottee that the holding charges and the late possession penalty are distinct and separate charges, payable by the Allottee to the Company.
51. The Allottee specifically undertake(s) to strictly abide by all norms and conditions of the zoning plan/layout plan/building plan, notifications, rules, Lucknow Development Authority's guidelines, bye-laws, regulations, directions and/or any other approvals granted by the Competent Authority(ies) in respect of the Flat project as may be applicable from time to time.
52. The Allottee agrees to abide by the rules and regulations as prescribed by the Petroleum and Explosives Safety Organization (PESO) in terms of storage of hazardous.

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inflammable and Explosive substances within the premises of the Flat. The provisions of the Inflammable Substances Act, 1952; The Petroleum Rules, 2002; The Gas Cylinder Rules, 2004 and /or any other relevant Act or Rule as applicable from time to time on the Project and Flats.

53. The Allottee agrees that the Flat allotted to the Allottee can be used only for residential purposes which is the permitted usage and the Allottee hereby undertakes to use and develop the Flat for residential purpose only and not for any other purpose whatsoever. However, pursuant to allotment, if the Allottee uses or is found to be using the Flat for any purpose, other than residential purpose, which is not in consonance with the Project, or is detrimental to the public interest, then the Company may send a notice to the Allottee to use the Flat as per permitted usage and to rectify / cure the defect within a period of thirty days (30) days. In case the Allottee does not cure / rectify the defect, the Company shall have the right to treat this Provisional Allotment as cancelled and resume the possession of the Flat and to take appropriate steps to get the Sale / Conveyance Deed cancelled and the Allottee hereby agrees and confirms that he / she / it / they shall not raise any objection to the same. The Allottee also hereby agrees to indemnify the Company against any penal action, damages or loss due to misuse of the said Flat for which the Allottee shall be solely responsible.

**K. Association / Society / Club etc.**

54. The Allottee shall become a member of any Association/society of the "Omega Urban Greens" Group housing Project that may be formed by the Company on behalf of Flat owners as and when asked to do so and bear and pay all charges and expenses payable with respect to the same.
55. In accordance with the development plan of the Project, the Company proposes to develop a Club for the purpose of social/recreational activities for the Allottee and other occupants of the Project. The Allottee agrees to pay the Club Membership Registration Charges ("CMRC") for availing the membership of the Club and development expenses or any other charges as decided for becoming the member of such Club. The Allottee shall not interfere in the management and/or maintenance of the Club in any manner whatsoever. The ownership of the Club, its equipment, buildings and constructions together with the rights in the land underneath shall continue to vest with the Company at all times irrespective of whether its management is done by the Company and/or its nominee appointed for this purpose. The Allottee shall be entitled to avail the Club facilities services only on payment of requisite charges and as per the rules and regulations of the Club.
56. All areas, facilities and amenities of the club are specifically excluded from the scope of this Provisional Allotment Letter and the Allottee shall not be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in such facilities and amenities. Such facilities and amenities have not been included in the Total Price and the Allottee has not paid any money for use or ownership in respect of such areas, facilities and amenities. The Allottee agrees that the ownership of such areas facilities and amenities shall vest solely with the Company and manner/method of their usage shall be determined by the Company at the sole discretion of the Company. The Company, as the

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owner of such areas, facilities and amenities, shall have the sole and absolute right and authority to deal, in any manner, including but not limited to creation of rights in favour of any third party by way of sale, transfer, lease or any other mode which the Company in its sole discretion may deem fit.

**L. Notice / Communication:**

57. The Allottee shall inform in writing to the Company of any change in the mailing address mentioned in the Application, failing which all demands/notices shall be mailed at the address mentioned in the Application. Such mailing of the demands/notices shall be sufficient compliance on the part of the Company.

**M. Force Majeure:**

58. The Provisional Allotment of the Flat as well as the allotment thereafter of the Flat shall be subject to force majeure clause which, inter alia, includes delay on account of non-availability of steel and/or cement and/or other building materials, water supply or electric power or slow down strike or due to a dispute with the construction agency employed by the Company, civil commotion or by reasons of war, enemy action, earthquake or any act of God. If there is any delay in the delivery of possession of the Flat or the Company is unable to deliver possession of the Flat due to a Force Majeure event or due to any notice, order, rule or notification of the Central or State Government and/or any other public or competent authority or for any other reason beyond the control of the Company shall be entitled to a reasonable extension of the time for delivery of possession of the Flat.
59. The Allottee agrees that in case the Company is unable to deliver the Flat to the Allottee for his occupation and use due to:
- (a) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority; or
  - (b) if any competent authority(ies) refuses, delays, withholds, denies to grant the necessary approvals for the Flat/Scheme; or
  - (c) 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
  - (d) due to force majeure conditions;

Then the Company may cancel the provisional allotment of the Flat in which case the Company shall only be liable to refund the amounts received from the Allottee, without any interest or compensation whatsoever.

**N. Loan / Finance:**

60. The Allottee agree that in case the Allottee opts for a loan arrangement with any financial institutions/banks for the purchase of the Flat, the conveyance of the Flat in favor of the Allottee shall be executed only upon the Company receiving No Objection Certificate from such financial institutions/banks.

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61. The Allottee agrees that in case the Allottee opts for a loan facility from his employer or any financial institution for purchase of the Flat, the terms & conditions of this Provisional Allotment Letter and the payment plan shall be exclusively binding & applicable to the Allottee. The Allottee further agrees that the responsibility of obtaining loan or financial assistance from his employer or any financial institutions/banks shall be of the Allottee only and the Company shall not be responsible for making availability of such loans/financial assistance.

62. The Allottee shall indemnify and keep the Company, its agents, representatives, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non payment, non observance or non performance of the said covenants and conditions by the Allottee as mentioned in the Application and the Provisional Allotment Letter.

**O. Cancellation / Surrender:**

63. The Allottee agrees that he is fully aware that it is not incumbent upon the Company to send out notices/reminders in respect of Allottee's obligations set out in the Application and this Provisional Allotment Letter and the Allottee shall be liable for any default committed by him in abiding by the terms and conditions set out in the application and/or this Provisional Allotment Letter.

64. The Allottee confirms that he has sought all clarifications that he required with respect to the terms, conditions and representations made by the Company and the Company has readily provided the same to him. The Allottee confirms that he has now signed and paid all monies in pursuance to the payment schedule attached with this Provisional Allotment Letter as well as the amount paid alongwith the Application, after being fully conscious of all his liabilities and obligations, including but not limited to the forfeiture of Advance Money along with Non Refundable Amounts, as may be imposed upon him. The Allottee undertakes and assures the Company that in the event of cancellation of his allotment, either by way of forfeiture or refund of all his monies or in any manner whatsoever, including but not limited to the terms and conditions set out in this Provisional Allotment Letter, the Allottee shall be left with no right, title interest or lien over the Flat applied for and/or provisionally allotted to him in any manner whatsoever and the Company shall be at liberty to dispose the said Flat in any manner as the Company may deem fit.

65. The Company may, at its sole discretion, decide not to allot any or all Flat to anybody or altogether decide to put at abeyance the Project itself for which the Allottee shall not raise any dispute or claim any right, title or interest on the acceptance of the application and receipt of initial token/booking money being received by the Company with the application from the Allottee. Further, the provisional and/or final allotment of the Flat is entirely at the discretion of the Company and the Company has a right to reject any provisional and/or final allotment without assigning any reasons thereof.

66. The Allottee agrees that the Company shall be entitled to forfeit the Advance Money along with Non Refundable Amounts in case of withdrawal of the Application, and also in

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the event of failure by the Allottee to sign and return to the Company this Provisional Allotment Letter within thirty (30) days from the date of its dispatch by the Company. In case of any such non compliance, the Company shall have the right to terminate the Provisional Allotment as well.

67. In the event the Allottee if any stage after the execution of the Provisional Allotment Letter by him/her, either does not fulfill the terms and conditions of the said Application and this Provisional Allotment Letter or cancels the Provisional Allotment of the Flat or surrender the Flat allotted to him/ her, the Company shall be at liberty to forfeit the advance money deposit of 10% of the Total Price of the Flat and the Non-Refundable Amount shall stand forfeited. The Company shall also be entitled to recover the interest accrued till the date of such cancellation / surrender of the Flat and recover other dues payable by the Allottee.

**P. Others:**

68. The plans, designs and specifications are tentative and the Company reserves the right to make such variations or modifications, which in its sole discretion it deems fit and proper. In case of change of area, the difference in cost of area shall be adjusted at the time of making final payment.
69. This Provisional Allotment Letter is dispatched to the Allottee in duplicate. The Allottee is hereby requested to send the duplicate copy of the said Provisional Allotment Letter within 30 (thirty) days from the date of this letter, duly signed by him/her accepting the terms and conditions mentioned herein.
70. In the event the Allottee does not send the duly signed duplicate copy of the Provisional Allotment Letter so as to reach the Company within the aforesaid period of 30 days, and after expiry of said 30 days and further 7 days thereafter or the Allottee cancel the Registration/booking of the Flat or surrenders the Flat allotted to him, the Company shall be at liberty to cancel the provisional allotment of the Flat provisionally allotted to the Allottee and forfeit the advance money deposit of 10% of the Total Price and the Non-Refundable Amount shall stand forfeited.
71. The Allottee shall abide by all the terms and conditions contained in this Allotment Letter, application form and other documents. In case of breach of any terms and conditions, the allotment shall stand cancelled.
72. It is hereby agreed, understood and declared by and between the parties that the Company may take finance / demand loan for the development of the Project from the Banks / Financial Institutions after mortgaging the land of "Omega Urban Greens" project, however the sale deed in respect of the said Flat in favour of Allottee will be executed and registered free from all encumbrances at the time of registration of the same.
73. The Allottee agrees that if any of the provision of this Provisional Allotment Letter shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Provisional Allotment Letter and to the extent necessary to conform to the applicable law

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and the remaining provisions of this Provisional Allotment Letter shall remain valid and enforceable as applicable at the time of the present allotment.

74. The Terms and Conditions contained herein are subject to the Sale Deed to be signed between the parties and on the execution of the Sale Deed the present Terms & Conditions shall merge with the Sale Deed and in case of any inconsistency between the above Terms & Conditions and the Sale Deed, the Sale Deed shall prevail.
75. The rights and obligations of the Parties under or arising out of this Provisional Allotment shall be construed and enforced in accordance with the laws of India
76. Unless the context otherwise indicates:
- (a) A reference to this Provisional Allotment Letter or another document includes any variation or replacement of either of them.
  - (b) If a provision of this Provisional Allotment Letter is inconsistent with the provision of the Application Form, the provision of this Provisional Allotment Letter prevails.
  - (c) A reference to a statute or other law includes regulations and instruments under it and all consolidations, amendments, re-enactments or replacements of any of them.
  - (d) A reference to this Provisional Allotment Letter incorporates a reference to the Schedule/ Annexures to this Provisional Allotment Letter.

**Q. Dispute:**

77. The courts at Lucknow shall, to the specific exclusion of all other courts, alone have the jurisdiction in all matters arising out of or concerning this Provisional Allotment Letter, regardless of place of execution or subject matter of this Provisional Allotment Letter.
78. The Allottee agrees that in event of any dispute or differences arising out or touching upon or in relation to the terms of this Provisional Allotment Letter including the interpretation and validity of the terms thereof and the respective rights and obligations of the Allottee and the Company shall be referred to a sole arbitrator to be appointed by the Company whose decision shall be final and binding upon the parties. It is understood that no other person or authority shall have the power to appoint the arbitrator. The arbitration proceedings shall be conducted in accordance with the Arbitration and Reconciliation Act, 1996 or any statutory amendments / modifications thereof for the time being in force. The arbitration proceeding shall be held at Delhi only. The Courts at Lucknow alone shall have the jurisdiction.

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#### **DETAILS OF THE FLAT**

Flat No. \_\_\_\_\_  
Area \_\_\_\_\_ Sq.Ft. (equivalent to \_\_\_\_\_ Sq.Meter.)  
Situating at  
Boundary

#### **COST OF THE FLAT**

Basic Price: - Rs. \_\_\_\_\_ per Sq.Ft. (equivalent to Rs. \_\_\_\_\_ per Sq.Meter.)  
Total Amount of Basic Price: - Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_  
\_\_\_\_\_ only)

Preferential Location Charges (PLC) (subject to availability): -

- i) PLC for Floor ..... Rs. .... Per Sq.Ft. (Rs. .... Per Sq.Mtr.)
- ii) PLC for Park Facing Unit..... Rs..... Per Sq.Ft. (Rs. .... Per Sq.Mtr.)

Total cost of the Flat : - Rs. \_\_\_\_\_ (Total Basic Price) + (Total PLC)

In addition to the total cost of the Flat, the Allottee shall be liable to pay the following : -

- 1) A non-refundable Interest Free Maintenance Security (hereinafter referred to as "IFMS") @ Rs. \_\_\_\_\_ per sq.Ft. (equivalent to Rs. \_\_\_\_\_/- per sq. Mtr.)
- 2) Stamp Duty, Registration and legal charges etc. shall be extra at actuals.
- 3) External Development Charges as and when demanded by Company / as per Payment Plan
- 4) Infrastructure Development/ Infrastructure Augmentation Charges as and when demanded by Company / as per Payment Plan
- 5) Any other Government levies/charges as and when demanded by Company / as per Payment Plan
- 6) Holding Charges as more elaborately described in clause 44 above.
- 7) Club charges, as applicable
- 8) Municipal tax, property tax, wealth tax, fees, levies and charges by whatever name called and any subsequent increases thereof.
- 9) Other taxes (both direct and indirect), Cess, Labour Cess, levies, charges etc. where and if and to the extent, applicable.
- 10) All deposits and charges paid/payable by the Company to Uttar Pradesh State Electricity Board (UPSEB) or any other body.
- 11) Charges / deposits/ costs for creating HT, feeder for tapping electricity from State Electricity Board's source up to receiving point of the Said Township.
- 12) Charges / cost of providing sewer, storm water and water connection to the Said Township from the main line serving the Said Township.
- 13) The cost of electric and water meter as well as charges for water and electricity connection and consumption.

Please note that the aforementioned charges shall be paid as and when demanded by the Company and the determination of the proportionate share by the Company shall be final

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and binding upon the Allottee. The Allottee agrees that in case of failure of the Allottee to pay any of the aforementioned charges, the same shall be treated as un-paid sale price of the said Flat and the Company shall have the discretion to withhold the registration of the said Flat and/or resume the said Flat.

#### DECLARATION

I/We do hereby declare that I/we have read carefully and understood the terms and conditions mentioned in the aforesaid paras, which shall be binding on me as well as on the Company.

Place :

Date

WITNESSES:

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Price List

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*PAYMENT PLAN*

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## SPECIFICATION

<b>STRUCTURE</b>	: Framed Structure confirming to BIS seismic codes
<b>FLOOR FINISHING</b>	
Living/Dining	: Vitrified Tiles / Marble Floor
Bedrooms	: Laminated Wooden Flooring/ Ceramic Tiles/ Vitrified Tiles
Stairs	: Stone Flooring on Treads
Balconies	: Non-Skid Ceramic Tiles
<b>TOILETS</b>	
Flooring	: Non-Skid Ceramic Tiles / Porcelain Tiles
Walls	: Tiles as per architectural design
Chinaware	: European Type W/C, Wash hand Basin, Single Lever Fittings
Counter	: Marble / Granite Counter
Water Supply	: Provision for hot & cold water supply
Other Fixtures	: Looking Mirror, Towel ring / rod, Soap Dish
<b>KITCHEN</b>	
Flooring	: Non-Skid Tiles or equivalent
Dado	: Ceramic Tiles Cladding on walls as per Architectural Design
Counter	: Granite
Fitting	: CP Fitting with Mixers
Sink	: Stainless Sink with Drain Board
<b>JOINERY</b>	
Windows	: UPVC / Anodised Aluminium with Flot Glass
Doors	: Flush Doors / Machine Made Moulded Door Shutter with S.S. Fitting Main Entrance Door Shall be a Security Door
Internal	: Drawing and Dining Rooms / Bedrooms Walls shall be finished with O.B.D. as per Design
External	: Pleasing Elevation with Semi - Permanent Finish / All weather Exterior Paints
<b>OTHER FEATURES</b>	
Electrical	: Copper wiring in Conduits with Modular Switches. Power Backuo 24*7 Hours in Common Area.
Telecommunication	: Provision of Telephone Points in Drawing Room, Dining Room & all Bedroom provision of TV Aerial Points in Drawing Room / Lobby & All Bedroom
PARK	: Children's Play Area.

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**Corp Office :** 3<sup>rd</sup> Floor, S D House, Sector - 27, Atta, Noida, Phone: 0120 - 4574958, [www.omegainfrabuild.com](http://www.omegainfrabuild.com)

**Lucknow Office :** 1st Floor, 4/34, Vivek Khand, Gomti Nagar, Lucknow. Phone No. : 0522 - 4082018, 4082019