

ALLOTMENT LETTER CUM BUYER SELLER AGREEMENT

This Agreement is made on this _____ day of _____ at Noida (U.P.), India

BETWEEN:

M/s. BELGRAVIA PROJECTS PVT. LTD., a Company incorporated under the Companies Act, 1956, having its Registered Office at 1497, 1st Floor, Bharadwaj Bhawan, Bhisml Pitamah Marg, New Delhi-110003, India and Corporate Office at B-48, Sector 67, Gautam Budh Nagar, Noida-201301, U.P. India (hereinafter referred to as "the Company", which expression shall include its assigns and successors etc. unless the subject and context requires otherwise);

AND

- 1) Shri/Smt _____
S/W/D of _____
Resident of _____

Tel. No. _____
Email _____
- 2) Shri/Smt _____
S/W/D of _____
Resident of _____

Tel. No. _____
Email _____

*** (to be filled up in case of Joint allottees).**

(hereinafter referred to as the allottee(s) which expression shall include his/their heirs, executors, administrators, legal representatives, permitted assigns and all those claiming through them).

WHEREAS the Company by virtue of the scheme Reservation/Acceptance letter No. PROP/BRS-04/2011/287 dated 04.01.2011 and Allotment letter No. PROP/BRS-04/2011/332 dated 04/02/2011 registered under registration No. 8402 year 2011 Book No. 1., has obtained rights for construction, development and sale of all that land admeasuring 3.75 Acres situated at GH 04 Sector 16, Greater Noida, allotted by GNIDA, on Lease hold basis. The company by virtue of the above stated is authorized to execute sub-lease of the apartments for the super built up area in favour of the allottees (hereinafter referred to as "the said land").

For BELGRAVIA PROJECTS PVT. LTD.

Auth. Sign.

AND WHEREAS the Company has envisaged a residential project "La Solara" to be developed on the said land.

AND WHEREAS the Company is constructing a residential complex on the said land by getting the plan duly sanctioned by the Greater Noida Industrial Development Authority. The said residential complex along with facilities & common areas is hereinafter referred to as "La Solara".

AND WHEREAS the company has registered the project under the provision of the Act with the Real Estate Regulatory Authority at Lucknow (U.P) under Registration No. UPRERAPRJ2733 for Phase-1 (Tower B&C) and Registration No. UPRERAPRJ4460 for Phase-2 (Tower A&D).

AND WHEREAS the Company has allowed the Allottee the inspection of the site, building/tower plans, ownership records of the aforesaid land and other documents relating to the title, area, competency & all other relevant details to the satisfaction of the Allottee. The Allottee acknowledges that the Company has readily provided all the information, clarifications as required in this regard and also assures that the Allottee(s) has/have not relied upon and is not influenced by any architect's plans, sale plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral, made by the Company or its selling agents, brokers etc. or otherwise including but not limited to any representation relating to description or physical condition of the said Complex and after being fully satisfied with the title, area and all other stated facts, the Allottee had applied to the Company for allotment of a residential unit in the said 'La Solara'.

AND WHEREAS the Company accepted the application of the Allottee and allotted to him Apartment/residential unit/flat no. _____ of Type _____ BHK in Tower _____ Floor No. _____ having super area of approximately _____ sq.mt. (_____sq.ft.) and Built up area of approximately _____ sq.mts. (_____sq.ft.) and carpet area of approximately _____ sq.mt. (_____sq.ft.) in the proposed Residential complex (hereinafter referred to as 'the said premises').

AND WHEREAS the requisite Agreement for Sale is therefore being executed between the parties;

NOW THIS INDENTURE WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1. **RECITALS AND ANNEXURES**

1.1 That the recitals and annexure to this agreement shall form integral part of this agreement.

2. **RULES OF INTERPRETATION**

In this Agreement, unless the context otherwise requires:

- 2.1 Headings are for convenience only and shall not affect interpretation;
- 2.2 Words denoting the singular number shall include the plural and vice versa;
- 2.3 Words denoting any gender shall include all genders;
- 2.4 Words denoting persons shall include bodies of persons and corporations and vice versa;
- 2.5 Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase and cognate expressions shall have, corresponding meanings;
- 2.6 References to any Party shall include the party's successors and permitted assigns;
- 2.7 References to any document shall be deemed to include references to it and to its appendices, annexures, exhibits, recitals, schedules and tables as varied from time to time;

For BELGRAVIA PROJECTS PVT. LTD.

Auth. Sign.

- 2.8 Documents executed pursuant to this Agreement shall form part of this Agreement;
- 2.9 Reference to any 'agreement' or 'notice' shall mean an agreement or notice in writing and 'writing' includes all means of reproducing words in a tangible and permanently legible form;
- 2.10 Reference in this Agreement to "Recitals" and 'Clauses' are to the recitals and clauses of this Agreement;
- 2.11 If there is any conflict in interpreting two or more clauses of this Agreement, same shall be interpreted harmoniously.

3. DESCRIPTION OF THE SAID PREMISES

- 3.1. That the Company hereby agrees to sell and the Allottee hereby agrees to acquire the said premises as detailed below at the basic price mentioned against it and upon the terms and conditions set out hereunder as mutually agreed by and between the parties hereto.

Particulars	Details				Amount (Rs.)
Basic Sale Price (B.S.P.)	@ Rs. _____ per Sq. Ft.				
Dedicated Car Parking Space	Open	Covered	Additional Parking		
TOTAL (A)					
GST on Basic cost at prevalent rate of _____ which is subject to change					TOTAL (B)
Preferred Location Charges (PLC)	FLOOR		@ Rs. _____ per Sq. Ft.		
	VIEW	Corner	@ Rs. _____ per Sq. Ft.		
		Park	@ Rs. _____ per Sq. Ft.		
		Road	@ Rs. _____ per Sq. Ft.		
Electrification & Installation**	Electrical Connection for _____ KVA. Cost of Three KVA is Rs. 25000/- (Additional load chargeable @ Rs. 7500/- per KVA)				
Power Back-up Installation***	Power Back-up for _____ KVA . (Cost of additional load chargeable @ Rs. 20000/- per KVA)				
Fire Safety/ Equipment Charges	@ Rs. _____ per Sq. Ft.				
Club Membership Charges					
Lease Rent	@ Rs. _____ per Sq. Ft.				
TOTAL (C)					
GST on Other Charges at prevalent rate of _____ which is subject to change					TOTAL (D)
Interest Free Maintenance Security (IFMS)****	@ Rs. 25/- _____ per Sq. Ft. for _____ Sq. Ft. area				
TOTAL (A + B + C +D+ IFMS)					

** Any other term & conditions of agreement for electricity & Power back-up shall also be applicable and binding.

The electrical installation/ transformers/ Gen. Sets/ E.S.S. equipments and cabling shall be designed with 60% diversity factor, therefore, only 6,000 KVA capacity shall be installed for 10,000 KVA load.

*** Running charges of DG set shall also be charged as per actual.

**** Interest Free Maintenance Security (IFMS) shall be paid at the time of offer of possession.

For BELGRAVIA PROJECTS PVT. LTD.

Auth. Sign.

- 3.2. (a) That the price mentioned hereinabove is calculated on the basis of its super area and the rate mentioned hereinabove shall not be enhanced at any time till the final devolution of title in favour of the Allottee(s), however in case of any imposition or demand of any Government / Local Body / Competent Authorities' charges, levies, Taxes, Rates, Cesses and Fees etc. in respect of the said apartment/flat retrospectively or prospectively, even after the execution of sale deed, then all / any such imposition and/or demand of levies, taxes, rates, charges, Cesses & fees in any manner whosoever as Proportionately relate to the said apartment shall be borne and reimbursed by the Allottee(s) to the Company proportionately.
- (b) That the price mentioned hereinabove is inclusive of the cost of providing electric wiring and switches in the said premises, but does not include anything which is not specifically stated including but not limited to electric connection charges, service lines and the cost of fittings and fixtures, geysers, fans which shall be installed by the Allottee at his own cost. Electric connection charges will be charged extra and the amount payable will be inter alia to cover the cost payable to Uttar Pradesh Power Corporation Limited for the service connection, service lines, sub-station equipment, cost of area under the subject installation and security deposit etc. Allottee will be required to pay the charges pro-rata per sq. ft. as demanded by the Company. The expenses will be charged in proportion to the super area of the residential units.
- 3.3. Similarly, cost of providing and installing fire-fighting equipment/preventive measures in the tower shall be charged additionally and paid for by the Allottee proportionately. The Fire Fighting charges shall be including the cost of Civil Works, Concerning Pump Houses, underground and Overhead Tanks, Pumping Sets, tube well complete with Pumping Sets, allied electrical equipment & Cabling/Bus Ducting, fixed fire-fighting equipment, fire alarm & Sprinkler System, horizontal/vertical compartmentation, refuge area etc. as directed by local authorities from time to time and/or as required under National Building Code and/or as per requirements of applicable bye-laws (*If Applicable*).
- 3.4. The Fire Fighting Equipment and Fire Prevention Measures which are required within the residential units and which become necessary on account of any interior decoration/partition or heat load created by the Allottee shall be installed by the Allottee himself at his own cost and he will obtain necessary permission in this regard from the authority/authorities concerned (*If Applicable*).
- 3.5. The Fire Safety Measures shall be provided as per Fire Safety Code/Regulations existing as on date of the execution of this Agreement. If due to subsequent legislation/Government orders or directives or guidelines or if deemed necessary by the Company, any further fire safety measures are undertaken, the proportionate charges in respect thereof shall also be payable on demand, by the Allottee to the Company (*If Applicable*).
- 3.6. That inclusion of the common areas in the computation of super area shall not give any right, title or interest therein as such to the Allottee, except as provided hereunder. It is, however, agreed that if the maintenance and replacement charges are paid regularly, as provided in these presents, the Allottee or anyone else lawfully claiming under him/her, will have the right to use of common facilities. In default of such payments, it shall not be open to the Allottee to claim any right of use of common facilities, for none has been agreed to be transferred by these presents. Similarly, if the Allottee commits any breach of any of the covenants herein, no right of use of facilities shall be permitted until the breach is rectified. In case of any default committed, subsequently the Allottee will disentitle himself/herself from availing

the said facilities thereafter. The Company and/or the condominium association shall be entitled to take action in case of default by the allottee.

3.7 **PREFERENTIAL LOCATION CHARGES:** That the Allottee has specifically agreed that he/she/they shall pay as preferential location charges (PLC) a sum of Rs. _____ towards Floor PLC (calculated at the rate of Rs. ___ per sq. ft.), Rs. _____ towards Road PLC (calculated at the rate of Rs. ___ per sq. ft.), Rs. _____ towards Corner PLC (calculated at the rate of Rs. ___ per sq. ft.) & Rs. ___ towards Park PLC (calculated at the rate of Rs. ___ per sq. ft.) for residential units located in the said residential complex which shall either be ground floor residential unit or first to third floor residential units, and/or part/club facing Penthouses, etc. and if due to change in layout plan the said residential unit ceases to be preferentially located, the Company shall refund only the amount of preferential location charges paid by the Allottee without any interest and such refund shall be made/adjusted in the last installment or in the amount payable towards purchase of stamp duty for the purpose of registration and/or registration charges or any other charges/amounts payable to the Company.

3.8 **POWER BACK-UP:** Each residential unit shall be provided with power back-up system as per the size of the residential unit i.e., _____ KVA for _____ Bedroom Apartment/residential units. The running cost and the maintenance shall be borne by the Allottee. This Clause is subject to any change in rules, regulations, notifications of the Government. In case an allottee wants increased power load, he may request for the same from the Company and the Company may grant it at Rs. _____ for _____ KVA (@ Rs. 20000 per KVA).

4. PAYMENTS

4.1. That the pro-rata share of the Allottee of the Lease rent charges levied by the Greater Noida Industrial Development Authority, shall be payable by the allottee and the same is being included in the Basic Sales Price as per Schedule. However, any increase in this levy by Government and/or authority after the execution of this Agreement shall be payable by the Allottee on pro-rata basis who shall pay the same to the Company on demand. Provision to this effect shall also be incorporated in the sale/conveyance deed to be executed by the Allottee in favour of the Buyers which shall be binding upon the Allottee.

4.2 That the Allottee has already paid a sum of Rs _____ (Rupees _____) being the earnest/advance amount of the basic sale price of residential unit at the time of booking for the purchase of the said premises, the receipt of which the Company hereby acknowledges and the Allottee agrees to pay the remaining sale price and all other charges as described in Schedule of payment annexed (Annexure-V) to this Agreement and in the manner indicated herein. Allottee has agreed that the Company is under no obligation to send demands/reminders for payments.

4.3 That the Company and the Allottee hereby agrees that the amounts paid to the former by the latter with the application and in installments as the case maybe, to the extent of 15% of the basic sale price of the residential unit, will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non-fulfillment of the terms & conditions of this Agreement and in all cases of termination of this Agreement.

4.4 That the time of punctual payment of installments as stated in Schedule of payments as per Annexure-V and applicable stamp duty, registration fee and other charges payable under the Agreement is the essence of this contract. It shall be incumbent on the Allottee to comply with the terms of payment and other terms & conditions of sale, failing which the amount of earnest money which shall be 15% of the

For BELGRAVIA PROJECTS PVT. LTD.

Auth. Sign.