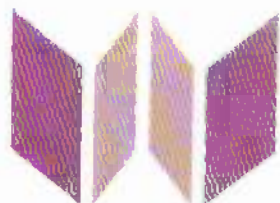




**ALLOTMENT LETTER**



**Winsten Park**  
your own ip address

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES



भारत INDIA

INDIA NON JUDICIAL

उत्तर प्रदेश UTTAR PRADESH

DT 636056

**ALLOTMENT LETTER****214**

This allotment letter is issued on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by M/S SKV Infotech Pvt Ltd., a Developer incorporated under the Companies Act, 1956 having its Corporate office at B-68, Sector-63, Noida, Gautam Budh Nagar (U.P.) and site office at Winsten Park, Plot No. 17, Knowledge Park -V, Greater Noida, Gautam Budh Nagar (hereinafter referred to as the COMPANY, which expression shall include its assigns and successors etc. unless the subject and context requires otherwise).

**IN FAVOUR OF****FIRST APPLICANT**

Mr./Mrs./Ms. \_\_\_\_\_

Father's/Husband's Name \_\_\_\_\_

Age \_\_\_\_\_ Major/Minor \_\_\_\_\_ Pan No. \_\_\_\_\_

Occupation \_\_\_\_\_ Designation - \_\_\_\_\_

Name of the Company/Office \_\_\_\_\_

Address of the Company/Office \_\_\_\_\_

**SECOND APPLICANT**

Mr./Mrs./Ms. \_\_\_\_\_

Father's/Husband's Name \_\_\_\_\_

Age \_\_\_\_\_ Major/Minor \_\_\_\_\_ Pan No. \_\_\_\_\_

Occupation \_\_\_\_\_ Designation - \_\_\_\_\_

Name of the Company/Office \_\_\_\_\_

Address of the Company/Office \_\_\_\_\_

## RESIDENTIAL STATUS

Resident/Non-Resident/Foreign National of Indian.Origin/Others \_\_\_\_\_

(Please Specify)

Nationality \_\_\_\_\_ Mailing Address \_\_\_\_\_

Pin Code \_\_\_\_\_

Telephone Residence \_\_\_\_\_ Office \_\_\_\_\_ Fax No. \_\_\_\_\_

Mobile No. \_\_\_\_\_ E-Mail \_\_\_\_\_

Permanent Address \_\_\_\_\_

Pin Code \_\_\_\_\_

(Hereinafter referred to as the ALLOTTEE(S), which expression shall include his/her assigns and Successors etc. unless the subject and context requires otherwise).

To



(Sole/First Allottee)



(Co-Allottee)

Please refer to your application dated ..... with M/s SKV Infotech Pvt Ltd having its registered office at M-18, Greater Kailash Part-II, New Delhi- 110049 (Corporate Office : B-68, Sector-63, Noida ,U.P). We are pleased to allot you IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE at WinstenPark, Plot No. 17, Knowledge Park -V, Greater Noida, Gautam Budh Nagar as per details below:

This allotment is subject to the terms and conditions detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document. This cancels all previous allotment letter issued against this allotment, if any. You are requested to quote the allotment number in all future communication with us.

## DETAILS IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE

**Nature of Business:** \_\_\_\_\_

IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE(Unfurnished) Unit No. \_\_\_\_\_

Floor \_\_\_\_\_ Tower \_\_\_\_\_ Super Area \_\_\_\_\_ Sq. ft. (approx.) \_\_\_\_\_

TOTAL PRICE (Inclusive of all charges payable along with basic cost without taxes) Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_)

## PAYMENT PLAN: DOWN PAYMENT / INSTALLMENT

Note: - Payments to be made by A/c Payee Cheque (s) / Demand Draft (s) only in favour of "SKV Infotech Pvt Ltd." payable at Delhi as per Payment Plan attached to this Allotment Letter as Annexure "A".

### Payment received vide

Receipt no \_\_\_\_\_ dt. \_\_\_\_\_ Rs \_\_\_\_\_/-

Receipt no \_\_\_\_\_ dt. \_\_\_\_\_ Rs \_\_\_\_\_/-

Receipt no \_\_\_\_\_ dt. \_\_\_\_\_ Rs \_\_\_\_\_/-

Receipt no \_\_\_\_\_ dt. \_\_\_\_\_ Rs \_\_\_\_\_/-

Receipt no \_\_\_\_\_ dt. \_\_\_\_\_ Rs \_\_\_\_\_/-

Receipt no \_\_\_\_\_ dt. \_\_\_\_\_ Rs \_\_\_\_\_/-

Receipt no \_\_\_\_\_ dt. \_\_\_\_\_ Rs \_\_\_\_\_/-

Receipt no \_\_\_\_\_ dt. \_\_\_\_\_ Rs \_\_\_\_\_/-

(The Allotment Letter is subject to realization of the booking amount cheque/draft.)

Application form no. \_\_\_\_\_ dated \_\_\_\_\_

## **COMPANY'S REPRESENTATIONS:**

WHEREAS The SKV Infotech (P) Ltd. has acquired the right by virtue of registered Lease Deed dated 30.07.2013 executed in its favor of and got the right of construction, development and sale of IT/ITES OFFICE/ INSTITUTIONAL/RESIDENTIAL BUILT UP SPACE proposed to be built on portion of Plot No. 17, Knowledge Park-V, Greater Noida, admeasuring 40470 sq. mtr.

**AND** the Company shall develop the said IT/ITES OFFICE/ INSTITUTIONAL/RESIDENTIAL BUILT UP SPACE on Land by constructing thereon a project known as "WINSTEN PARK" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities. The Company intends to carry the development/construction of the complex in different phases and shall allot the flats to the intending buyers.

## **ALLOTTEE'S REPRESENTATIONS:**

**AND WHEREAS** the Allottee has represented that he has applied for allotment of said IT/ITES OFFICE/ INSTITUTIONAL/ RESIDENTIAL BUILT UP SPACE with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said project named as "WINSTEN PARK", and has satisfied himself in respect of ownership title of the property in particular which have been explained by the Company and understood by him.

**AND WHEREAS** the Allottee has represented that he has seen the relevant documents/papers pertaining to the said project and is fully satisfied that the title in the IT/ITES OFFICE/ INSTITUTIONAL /RESIDENTIAL BUILT UP SPACE of the Land of the said project is marketable and the Company has right and authority of marketing the said project and to sell/sub-lease the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE to the Allottee. The Allottee has also seen and understood the plans, designs, and specifications of the said IT/ITES OFFICE/ INSTITUTIONAL/RESIDENTIAL BUILT UP SPACE and the said project and is willing to purchase the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE.

**AND WHEREAS** the Allottee has fully satisfied himself as to the right/title of the Company over the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE of land, building plans and all other documents relating to the title, competency and other relevant details and has read the contents, development plan for project and facilities and terms and conditions of the Lease Deed executed by Greater Noida Authority in favour of the Company. The Allottee has confirmed to the Company that he is entering into this Allotment Letter with full knowledge of all the terms and conditions contained in this Allotment Letter and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Allotment Letter.

**AND WHEREAS** the Company, relying on the confirmations, representations and assurances of the Allottee, to faithfully abide by all the terms, conditions and stipulations contained in this Allotment Letter has accepted in good faith his application to allot the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE and is now willing to enter into this Allotment Letter on the terms and conditions appearing hereinafter.

## **GENERAL TERMS & CONDITIONS FOR REGISTRATION FOR ALLOTMENT OF AN IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE AND IMPORTANT INSTRUCTIONS TO ALLOTTEE:**

The terms and conditions given below are of binding nature with a view to acquaint the Allottee with the terms and conditions comprehensively set out in the Allotment Letter IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE Buyer's Agreement. The Allottee(s) shall sign all the pages of this application in token of his/her acceptance of the same.

1. The time is the essence of the contract. Allottee(s) shall adhere to the time bound payment as per schedule as mutually agreed.

2. The Allottee(s) agrees that he/she has applied for allotment of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE with the full knowledge of title of land, rights of the Company and all the laws/notifications and rules applicable to the area in general and the Project/Complex in particular, which also has been explained by the Company and fully understood by the Allottee(s). However, the Company shall be responsible for compliance with all applicable laws/notifications and rules and agrees to save harmless the Allottee(s) of any loss/injury that may be caused to it by virtue of such non-compliance.

3. That the Allottee(s) has seen and accepted the building plans, designs, specifications shown to him/her which are shown to him at the Company's corporate office at B-68, sector-63, Noida, Gautam Budh Nagar and agrees that the Company may make such variations, deletions, additions, alterations and modifications therein as it may in its sole discretion deem fit and proper or as may be done by any competent authority at any time and the Allottee hereby gives his consent to such variations, change in specifications, additions, deletions, alterations and modifications. In the case of alteration/modification resulting in any change in the super area of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE (up to +/- 5%) at the time of handing over possession of the said IT/ITES OFFICE(S) /INSTITUTIONAL SPACES to the Allottee(s), the company will neither charge extra or refund to the Allottee. The Company shall inform the Allottee(s) in writing the changes which are over and above of +/- 5%, company will charge or refund on prorata basis of the basic sales price from the Allottee.

4. That the Company shall, complete the said building(s) as per the said plans and specifications seen and accepted by the Allottee(s) with such additions, deletions, alterations, modifications in the layout and building plans and specifications as the Company may consider necessary or may be required by any competent authority to be made in them at any time. No further consent of the Allottee(s) shall be required for the said purpose. Alterations may inter-alia involve all or any of the changes in the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE change in its area or change in the height of the building. If, as a result of the above mentioned alterations, there is either reduction or increase in the super area of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE no claim, monetary or otherwise will be raised or accepted except that the original agreed rate per sq. feet and other charges will be applicable for the changes in area i.e. at the same rate at which the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE were sold and as a consequence of such reduction or increase in the super area, the Company shall be liable to refund without interest only the extra price and other prorata charges recovered or shall be entitled to recover the additional price and other proportionate charges without interest as the case may be.

5. That the Allottee(s) hereby agrees that the Company shall at all times be authorized to change/relocate the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE no., change the floor and its location without assigning any reason and the Allottee(s) hereby grants his/her consent to the same and under takes/assures the Company not to object to the Said Change.

6. That the Allottee(s) shall make all payments through demand draft(s) payable at Delhi only.

7. That the Company and the Allottee(s) hereby agree that 10% of the total Sales Consideration of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE shall be treated as the earnest money. Non-fulfillment by the Allottee(s) of payment terms of the present application may entail the forfeiture of the earnest money. In case the proposed allotment is got cancelled by the Allottee(s) itself, for no breach or default of the Company, he/she shall be entitled to the refund of the amount paid by him/her, after deducting the earnest money, but without payment of any interest on the balance amount, paid by him/her. Such cancellation request shall only be entertained by the company after fulfillment of Terms & Condition which may be decided by the Company from time to time as per the amended by laws as well as Norms of the G.N.I.D.A (i.e. NOC from Channel Partner's / broker's / competent authority as the case may be).

8. The Allottee(s) agrees that if as a result of any law passed by the Legislation or rule, regulation or order made and/or issued by the Government or any other Authority including local body /Uttar Pradesh Municipal

Authority /GNIDA or due to any other reason whatsoever, the Company is unable to complete the aforesaid building(s) and /or to deliver possession of the said floor to the Allottee(s), then the Company may, if so advised, challenge the validity, applicability and/or efficacy of such legislation, rule or order by moving the appropriate Courts, Tribunal(s) and/or authority. In such a situation, the money(ies) paid by the Allottee(s) in pursuance of the present application shall continue to remain with the Company and the Allottee(s) shall not be entitled to move for or to obtain specific performance of the terms of the present application, it being specially agreed that the allotment shall remain in abeyance till final determination of the court(s)/Tribunal(s)/ Authorities. In the event of the Company succeeding in its challenge to the impugned legislation or rule or order, as the case may be, it is hereby agreed that the allotment shall stand revived and the Allottee(s) shall be entitled to the fulfilment of all rights and claims in respect of the allotment. It is further hereby agreed that in the event of the aforesaid challenge of the Company to the impugned legislation/order/rule not succeeding and the said legislation/order/rule becoming final, absolute and binding, the Company will refund to the Allottee(s), all the amounts that may have been received by the Company without any interest or compensation of whatsoever nature within such reasonable period and in such manner as may be decided by the Company, but not later than three months from the date of the said legislation/order/rule becoming binding and the Allottee(s) agrees to accept the Company's decision in this regard to be final and binding.

9. That the proposed allotment shall be subject to the terms and conditions on which the license has been granted by the Authorities to the Company, which shall be binding upon the Allottee(s).

10. That all External/Infrastructure Development Charges (EDC/IDC) shall initially be borne by the Company and the same have been included in the price, however any additional demand/charges as and when raised/levied by authorities or any local body shall be borne by the Allottee(s) on demand to the company on pro-rata basis. A provision to this effect shall be incorporated in the Allotment Letter/Space Buyer Agreement/Builder Buyer Agreement conveyance deed to be executed in the favour of Allottee.

11. (a) The Allottee agrees to pay the installments and applicable stamp duty, registration fee, maintenance charges and other charges payable as and when demanded by the Company on time. The Company/GNIDA shall have first lien and charge on the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE for all dues payable by the Allottee(s) to the Company. It shall be incumbent on the Allottee(s) to comply with the terms of payment, failing which he/she shall forfeit to the Company, the entire amount of earnest money and the said allotment shall stand cancelled and the Allottee(s) shall have no right, title, interest or claim of whatsoever nature on the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE. The Company shall thereafter be free to re-allot and deal with the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE in any manner, whatsoever, at its sole discretion. The amount(s), if any, paid over and above the earnest money, processing fee and interest on delayed payment etc., shall however be refunded to the Allottee(s) by the Company only after realizing such amounts from allotment of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE without any interest or any compensation of whatsoever nature but every transfer, assignment, relinquishment, mortgage, subletting of space shall be subject to the terms of the lease deed Dated 30.07.2013 and be bound by its terms and conditions.

(b) Without prejudice to the Company's aforesaid rights, the Company may, at its sole discretion, waive the breach by the Allottee(s) in defaulting in making payments as per payment plan, but only on the condition that the Allottee(s) shall pay to the Company, interest which shall be charged @18% per annum for the first ninety (90) days from the date it was due and @24% per annum for all periods exceeding the first ninety (90) days. In case the Company condones any default, either in the payment of the installments or in respect of other obligations at any particular instance, the same shall not be deemed to be a waiver of any stipulation contained in this Application.

(c) All the payments in terms hereof shall be due and payable to the Company at Delhi and at no other place. Even if any payment is accepted by the Company at any other place, other than Delhi, the same shall not constitute waiver of the stipulation that all payments are due and payable at Delhi.

12. That it shall not be obligatory on the part of the Company to send demand notice/reminders regarding the payments to be made by the Allottee(s) as per the schedule of payment.

13. The Allottee(s) shall inform the Company, in writing, any change in the mailing address mentioned in the application made by the Allottee(s), failing which, all demands, notices etc. by the Company shall be mailed to the address given in the application and shall be deemed to have been received by the Allottee(s) on the expiry of one week from the date of dispatch, irrespective of the fact whether or not the same has been received by the Allottee(s). In case of Joint Allottees, all communication shall be sent to the first named Allottee in the application.

14. That the parties hereto agree that for the purpose of calculating the total consideration, other charges and dues, payable in respect of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE the super area shall be the covered area including the area of walls, cupboards, window projections and balconies, plus proportionate share of areas under staircase, common areas, corridors, walls, lifts, shaft S.T.P. space taken by electric sub-station, water supply arrangements and other installations and other common facilities such as toilets etc., but excluding open terrace/roof/basements and other spaces, which shall belong solely to the Company and no one else shall have any right or interest etc. in the same. Notwithstanding the fact that the area hereby allotted is super area and includes the common area as aforesaid, the Company would be allotting only the inside space (carpet Area) in the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE and inclusion of the area of the common facilities does not confer/create any right, title, interest or entitlement on the Allottee(s), except the right of ingress and egress subject to timely payment of maintenance charges regularly. It is specifically made clear and agreed by the Allottee(s) that in the event of non payment of maintenance charges, electricity charges due and payable by the Allottees(s), the Company/Maintenance Agency, without prejudice to its other rights, shall have the right to disconnect the supply of electricity and discontinue other service, and the Allottee(s) shall have no right to use the common area and facilities provided in the Complex. Except for the specific areas herein proposed to be allotted and the necessary easementary rights in the said building the rest shall continue to vest in the Company till such time as the same or a part thereof is allotted, sold or otherwise transferred to any particular IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE Buyer. The Allottee(s) hereby agrees that in case after the completion of the building, further construction on the Land/plot and/or the building becomes permissible, the Company shall have the sole right to construct, own, book, sell, allot and/or otherwise transfer further construction up to the limits of sky, without any hindrance or objections by the above Allottees(s), notwithstanding the designation and allotment of any common areas as limited common areas or otherwise. It is agreed that in such a situation the proportionate share of the Allottee(s) in the common areas and facilities shall stand varied accordingly. The rates mentioned herein above are in view of the aforesaid.

15. That the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE shall be allotted without any Centralized Air-Conditioning System to the Allottee, however if due to any legal requirement/binding if the project becomes Centralized Air-conditioned, the additional cost of such centralized air-conditioning plant shall be payable by the Allottee on pro-rata basis to the company as and when required/demanded.

16. That the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE shall be handed over to the Allottee without any furnishings & fixtures meaning thereby finished structural space with electric points shall be provided to the Allottee only. In addition water point/bodies along with sewage facility will also be provided.

17. In the event of allotment of IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE the Allottee(s) shall have no right to:

a) Put up any name or signboard, neon light, publicity or advertisement material etc. outside the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE or inside the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE visible from outside, on the external façade of the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE/ Complex-

/Building/Tower etc. or any other place, except at the place if any specifically earmarked for the Allottee(s) by the Company. Further, the neon/glow sign/sign boards will be of specific size prescribed by the Company and will be architecturally controlled.

b) Change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change/alteration in the exterior elevation or design of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE and/or the Complex/Building/Tower etc..

c) At any time demolish, make any excavation, remove any stone, sand, gravel clay or earth in/from the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE or any part thereof nor at any time make or cause to be made any additions (except furnishing and wooden partitions) or unauthorized constructions of whatsoever nature to the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE or any part thereof, and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural members on the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE/space/ floor.

d) Make any encroachments or obstructions in common areas/facilities/services or cause hindrance in the use and enjoyment of all common areas/ facilities/ services/ communication areas of the Complex.

e) Make any pollutions (including noise, air and water) by use of loudspeaker or otherwise and/or throw away or accumulate rubbish, dust, rag, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the purpose in the Complex.

f) Close the verandahs or lounges or balconies or common passage or common corridors or other common areas even if particular floor/floors are occupied by the same Allottee(s)/Allottee(s)/transferee(s).

g) Fix/install the air-conditioners/ coolers over and above the already provided any facility/provision at any place other than the space(s) provided for in the Project design or open them to the inside passage, common areas or in the staircase and shall ensure that no water drips from any cooler/air-conditioner.

The transfer of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE by the Allottee(s) including rights as would be allotted herein will be at the sole discretion of the Company and will need prior written approval from the Company as well as GNIDA. Administrative charges as prescribed by the Company from time to time will be paid by the Transferor, any change in the name (including additions/deletion) of the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE Buyer, registered with the Company will be deemed to be transfer for this purpose. The Administrative Charges for the transfer of the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE amongst family members (husband/wife and own children/mother/father and real brother/sister) or amongst the same group of companies will be 25% of the normal administrative charges for every transfer. Claim, if any, between transferor and transferee as result of any dispute amongst them either in reduction/increase in the area or its location or for any other reason will be settled between themselves i.e. Transferor and transferee only and the Company shall not be a party to it.

18. The construction of the subject tower of the project in which the proposed allotment of the IT/ITES OFFICES/INSTITUTIONAL SPACE of the Allottee would be made, will be completed in ..... months from the date of commencement of construction with 6 months grace thereafter, after all necessary approvals and sanctions have been obtained, subject however, to force majeure circumstances and reasons beyond the control of the company. However, the Allottee hereby agrees to allow 6 (six) months grace period for handing over of possession of the allotted area, during which period no compensation shall be payable by the Company. In case of delay in possession of the unit to the Allottee(s) subject to force majeure and other circumstances, the Company shall pay to the Allottee(s) compensation @ Rs. 5/- per sq. ft. per month for the period of delay and this period will start after expiry of grace period of 6 month from the expiry of possession period. However, the Company shall not be liable in case the delay is not due to any fault of the company. If the completion of the building(s) is delayed by reason of non-availability of steel and or cement or other building material or water supply

or electric power or civil commotion or strike or lock-out or accident or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as a result of any act, notice, order, rule or notification of the Government Court and/or any other public or competent authority or for the any other reason beyond the control of the Company or delay in Plans/Grant of Completion/occupation certificate by the Competent Authority and in any of the aforesaid events the Company shall be entitled to a reasonable extension of time for delivery of possession of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of proposed allotment or if the circumstances, beyond the control of the Company so warrant, the Company may suspend the Project for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the Allottee(s) for the period of suspension of the Project, except penalty as mentioned above. In consequence of the Company abandoning the Project, the Company liability shall be limited to the refund of the amount paid by the Allottee and the Allottee shall not be entitled to any other compensation whatsoever.

19. That the possession period agreed upon is only indicative and the Company may offer possession before that date. In case of early possession, the balance installments shall become due immediately. The Allottee(s) has to take possession of the unit within 45 days of the written offer of possession from Company failing which the Allottee(s) shall be liable to pay watch and ward charges @ Rs. 5/- per sq. ft. of the super area per month. Further maintenance charges shall become payable after the expiry of the said of 45 days.

20. That, if for the reason, the Company is unable or fails to deliver possession/permissive possession of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE to the Allottee within the time specified in clause 18 above, or within any further period or periods as extended or agreed to by and between the parties hereto, then in such case, the Allottee(s) shall be entitled to give notice to the Company terminating his/her/its allotment, in which event the Company shall be at liberty to sell and dispose of the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE to any person at such price and upon such terms and conditions as the Company may deem fit. The Company shall within a reasonable time from the date of receipt of such notice and sale of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE refund to the Allottee(s) the aforesaid amount of earnest money and the further amount, that may have been received by the Company from the Allottee as part payment(s) in respect of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE.

21. That the Cost of Electric Meter, maintenance charges, electricity charges etc. shall be borne and paid by the Allottee(s). All such charges shall be payable, as demanded and from the date said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE is ready for possession, irrespective of the fact whether the same has been occupied by the Allottees or its nominees or not and/or the same are made applicable by Municipal Authority or any other authorities, whichever is earlier. If other charges are levied by the Municipal Authority or any Government or local authority on the transfer of the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE by the Company to the Allottee(s), or on the transfer/conveyance of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE or any part thereof in the name of the Allottees(s) the same shall be borne separately by the Allottee(s). The stamp duty & registration charges for executing the conveyance deed of the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE (in the manner permissible) shall be borne by the Allottee(s).

22. Any charges demanded by the Municipal Authority or any other local/Government Body, towards vacant land tax, property Tax or any other taxes, levies or charges during the course of construction, and or up to completion/ offer of possession, whichever is earlier, shall be borne by the Company and thereafter shall be borne by the Allottee(s), irrespective of the fact that he/she has not been enjoying any benefit of his IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE. These shall be payable immediately on demand in proportion to the area of the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE proposed to be allotted. However if assessment of House Tax, or any other charges, is not done by the Municipal Authority or any other authority, for each IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE separately, then in that event each IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE-

Buyer will pay his/her proportionate share, on the basis of the area of his/her IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE or the annual letting value, etc. of his/her IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE as the case may be. The calculations/apportionment done by the Company of the proportionate amount due from the Allottee(s) of his/her share shall be final and binding on the Allottee and he/she shall have no objection to it.

23. That it is mutually agreed that save and except in respect of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE proposed to be allotted to the Allottee(s), he/she shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect of land, open spaces and all or any of the common areas such as lobbies, staircases, lifts, corridors, terraces and roof etc., which shall remain the property of the Company whose responsibility will be to maintain and up keep the same until the same are transferred/assigned to any other maintenance agency or body or association.

24. That the Allottee(s) has agreed to purchase the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE on the specific understanding by him/her, that the right to use of the common facilities shall be subject to the payment of the Total Maintenance charges as due and payable and performance of all the covenants of these presents. Should the Total maintenance charges as are ultimately fixed by the Company/maintenance Agency or other body or association as hereinabove mentioned be not paid regularly as and when due, the Allottee shall have no right to use the common facilities. In other words, the right to ingress and egress is not an integral part of the sale. The right to use will be available only on payment of the charges as may be due and payable from time to time. So long as the charges are regularly paid, and covenants herein observed, that right to use shall be given.

25. (a) The Company being experienced and having qualified Engineers and knowing the layout, specification and other technical details regarding structural work of the building, layout of plumbing pipes, fitting, water mains, electric cables, telephone conduits and firefighting arrangements, its association and advise in maintenance of the building will be very useful and will always be needed. It is expressly agreed between the Company and the Allottee(s) that the Company will always render advice and guidance in the general maintenance of the building and whatsoever be the maintenance agency or setup, it will have the Company as Maintenance Adviser permanently. The Company shall be paid a reasonable remuneration per month by the maintenance agency or set up for rendering advisory services. The remuneration shall increase in proportion to the increase in the maintenance charges.

(b) The entire maintenance, upkeep and preservation of the building, operation of the common services and management of the common areas shall be done by the Company or its nominee(s). The Allottee(s) agrees to pay maintenance charges required for the proper upkeep and the maintenance and running of the equipment in the building. The amount of maintenance charges to be charged shall be calculated at the relevant time and apportioned on the super area of the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE and shall be utilized by the Company or its nominee for the Common services. The person or the agency responsible for the maintenance shall be treated as being in management of the building. The rate will be fixed in the context of the then prices of the commodities, services, official levies, fees, taxes, water & electricity charges, Petroleum/Oil/Lubricants charges payable for the common areas and services. The rate will be raised periodically. The Allottee(s) agrees to this increase and also agrees that the Company or its nominee may increase the said charges in the event of any increase in the cost of the above-said factors at any time. Before the occupation of the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE the Allottee(s) agrees to deposit security equivalent to six months maintenance charges free of interest with the Company or its nominee for timely payment of the aforesaid charges. In addition to this a fixed amount of Rs. \_\_\_\_\_ /- per Sq. ft. shall be payable towards Interest Free Maintenance Security Deposit. This amount shall be over and above the cost of IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE and all other Levies payable by the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE Buyer(s) and the same shall be transferable consequent upon transfer of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE in favor of the third party. In case of default of payment of the aforesaid charges, the Company or its nominee shall be entitled to discontinue/disconnect the services including electricity and water to the IT/ITES OFFICE/ INSTITUTIONAL

BUILT UP SPACE apart from the right to recover the charges with interest @24% per annum, from the Allottee(s) and/or from the occupier(s) of the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE through the process of Court or otherwise. The Allottee(s) shall also enter into an agreement with the maintenance agency as per the standard maintenance agreement of the agency. The Allottee(s) shall also pay proportionate charges towards the maintenance of common facilities and other amenities provided by the Uttar Pradesh Municipal corporation /GNIDA through their nominated agency or any local body for maintenance of proper upkeep of the facilities or provided by the Company, their nominated agency or any local body outside the building such as for the common electricity and the lighting facility, for maintenance of parks and water bodies, sewerage and for pollution control etc.

26. (a) The Allottee(s) shall abide by all laws, rules & regulations of the Municipal Corporation/Local Bodies etc. and shall be responsible for all deviations, violations, or breach of any of the conditions, laws/byelaws or rules and regulations in using the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE. The terms and conditions laid by the Municipal Corporation /GNIDA while granting the license for developing the said commercial complex shall be binding on the Allottee(s)/IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE buyer(s).

27. (b) That it shall be an essential condition of the allotment that the use for which the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE is allotted shall not be altered without obtaining prior consent in writing from the Company as well as from GNIDA. In case of breach of this understanding the Company/Maintenance Agency shall have the right to disconnect all services to the IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE.

28. (c) That the Allottee(s) shall permit members, officers and subordinates of the Company/GNIDA from time to time at all reasonable time of the day to enter into and upon the demised space to inspect the same and carry out necessary works, if required so.

29. Although a duty will be enjoined upon the Allottee(s) and the Company to perform their respective obligations as stated herein, the same will be subject to any Governmental actions, rules or regulations which may be enforced hereafter or any variations that may be necessitated in the arrangement with Authorities consequent upon the aforesaid eventualities.

30. The Company is exclusively entitled to and has full and valid rights, title and authority to grant on lease, license, franchise and book etc. all advertisements, display and signage spaces in the Project/Complex/Building/Tower etc. including but not limited to corridors, front elevations, atrium, lobbies, balconies and other common areas and also Terrace, including rights of signage's/hoardings/posters etc. in and around the outer façade of the entire Complex/Project/Building/Tower etc. and to receive all rents, profits and other revenue generated there-from in its own name, without any objection or claim by the Allottee(s) or any other owner(s)/occupants of the Project/Complex/Building/Tower etc. The Company is fully entitled to carry out promotional/re-creational activities, outside and around the said Project.

31. That the proprietary rights of all the common areas including the common passages, capital equipment's such as lifts, elevators, boring pumps, parking place, motor rooms etc. are vested in the Company/Maintenance Agency/Society/Association and shall be governed by the rules made from time to time for proper maintenance thereof.

32. The Allottee(s) shall from time to time sign all applications, papers and documents and do all acts, deed and things as the Company and/or the Maintenance Agency/Society (as the case may be) may require for safe guarding the interests of the Company and/or the owners/occupants of the other portions in the Complex.
33. The Allottee(s) hereby authorizes and permits the Company to raise finance/loan from any financial institution/Bank by way of mortgage/charge/Securitization of receivables of the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE subject to the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE is being free from all encumbrances at the time of execution of Commercial Space Buyer's Agreement/Builder/Buyer Agreement or the sale deed in favor of the Intending Buyer. The Company/Financial Institution/bank shall always have the first lien/charge on the said IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE for all its dues and other sums payable by the Allottee(s).
34. That it is abundantly made clear that in respect of all remittances/acquisition/transfer of any areas in the Project it shall be the sole responsibility of the non-resident/foreign national of Indian Origin to Comply with the provisions of Foreign Exchange Management Act, 1999 or statutory enactment/amendment thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under the Application or Commercial Space Buyer's Agreement/Builder Buyer Agreement. Any refund, transfer of security if provided in the Commercial Space Buyer's Agreement/Builder Buyer Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments there of and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the FEMA as amended from time to time. The Allottee(s) shall keep the Company indemnified in this regard. The Company accepts no responsibility in this regard.
35. That the Allottee(s) shall abide by all Regulations, By-laws, directions and Guidelines of the GNIDA framed under section 8, 9, and 10 or under any other provisions of U.P Industrial Development Act 1976 and rules made therein.
36. That the Allottee(s) undertakes to abide by and fulfill the norms and standards set up by the Department of IT and Electronics, Govt. of U.P. for the setting up the project of IT industries and call centers as enumerated above to claim exemption in Stamp Duty.
37. Until a Tripartite sublease deed is executed & registered between company, GNIDA and the Allottee(s) , the Company shall continue to be the owner of the said a IT/ITES OFFICE/ INSTITUTIONAL BUILT UP SPACE and this allotment shall not give to the Allottee(s) any right, title or interest therein even though all payment have been received by the Company. The Company shall have first lien and charge on the said Unit for all its dues.
38. This Allotment letter and it's all Terms and Conditions does not constitute an Agreement to sell, In case any action, notice or claim is initiated by any authority to pay the stamp duty and if any stamp duty and other charges etc. is become payable on this allotment letter and any other document pertaining to this allotment now or in future, the same shall be payable and be paid by the Allottee(s) and the Company will not be liable to pay any part thereof.
39. The Company reserves the right to transfer ownership of the said Project in whole or in parts to any other entity such as partnership firm, body corporate(s) whether incorporated or not, Association or Agency by way of Sale/disposal/or any other arrangement as may be decided by the Company in its sole discretion and the Allottee(s) agrees that he/she shall not raise any objection in this regard. However, the Company shall ensure that the rights of the Allottee(s) are sufficiently protected.

40. The Allottee(s) hereby agrees that the price of the allotted unit based on the prices of the material used in construction and labour cost pertaining there to which was prevalent at the time of booking of the unit. The Allottee(s), however, gives his/her unconditional consent that if there is any increase/ decrease in the prices of the construction materials and/or labour cost (hereinafter referred to as Escalation Charges) course of construction, then the same shall be paid by the Allottee(s) to the COMPANY over and above the allotted unit price as mentioned in this Allotment Letter. The Escalation charges shall be calculated from the date of booking and up to the date of possession as given in this allotment letter. Including the grace period of 6 months. For the purpose of a fair and transparent calculation of Escalation Charges, the Reserve Bank of India (RBI) Indexes as published in the RBI Monthly Bulletin for steel, cement, fuel, and power, other building construction, material and labour shall be used as the basis of calculation and the Allottee (s) agree and accept that by choosing these RBI Indexes, the COMPANY is ensuring highest level of fairness and transparency. The respective RBI Indexes for the calculation of the Escalation Charges in the cost of construction and labour are as below:

- I. Steel- Index published as Steel-Long in the category of Basis Metals, Alloys and Metals, Alloys and Metal Products.
- II. Cement -Index published as cement and Lime in the category of Non-Metallic Mineral Products.
- III. Fuel and Power -Index published as Fuel and Power.
- IV. Other Building Construction Materials- Index published as All Commodities in the index Number of wholesale price in India.
- V. Labour - Index published as Consumer price index number for Industrial workers of Delhi.

It is mutually agreed and binding between the Allottee(s) and the COMPANY that 50 % of the total price of the allotted unit shall be treated as construction cost for the purpose of calculation of Escalation charges. Within the above stated construction cost, the component of steels, cement, other construction materials, fuel and power and labour shall be 15 %, 10% , 40%, 5% and 30% respectively of the construction cost. The RBI indexes for the date of booking and the RBI indexes for the promised date of possession shall be taken as the closing index respectively to calculate the escalation charges.

41. The escalation charges as intimated to the Allottee (s) shall be final and binding on the Allottee(s). The Allottee(s) agrees to pay the Escalation Charges within the stipulated time period as fixed by the COMPANY any delay in payment of escalation charges shall attract penal interest as applicable to defaulting installment. The Allottee(s) agree that the Company shall handover the possession only after Allottee(s) clears the entire dues including Escalation Charges, if any. An example of the Escalation Charges calculation has been attached to this agreement as Annexure "B", for the convenience of the Allottee(s).

42. That all disputes and differences between the parties touching this application for allotment or in respect of any matter with regard to rights, dues and liabilities of any of the parties, shall be settled by reference to arbitration to a sole arbitrator to be appointed by the Company as per provision of Arbitration and Conciliation Act, 1996, together with any statutory amendments or modifications thereto. All such arbitration proceedings shall be held and conducted at Noida only.

43. That the High court of Allahabad and the courts subordinate to it at Gautam Budh Nagar alone shall have jurisdiction in all matters arising out or in connection with this Allotment.

Company

(Signature of the Allottee(s))

Dated:

Place: GAUTAM BUDH NAGAR

For M/s .....

I/We hereby accept the allotment  
On the terms and conditions mentioned  
Herein above.

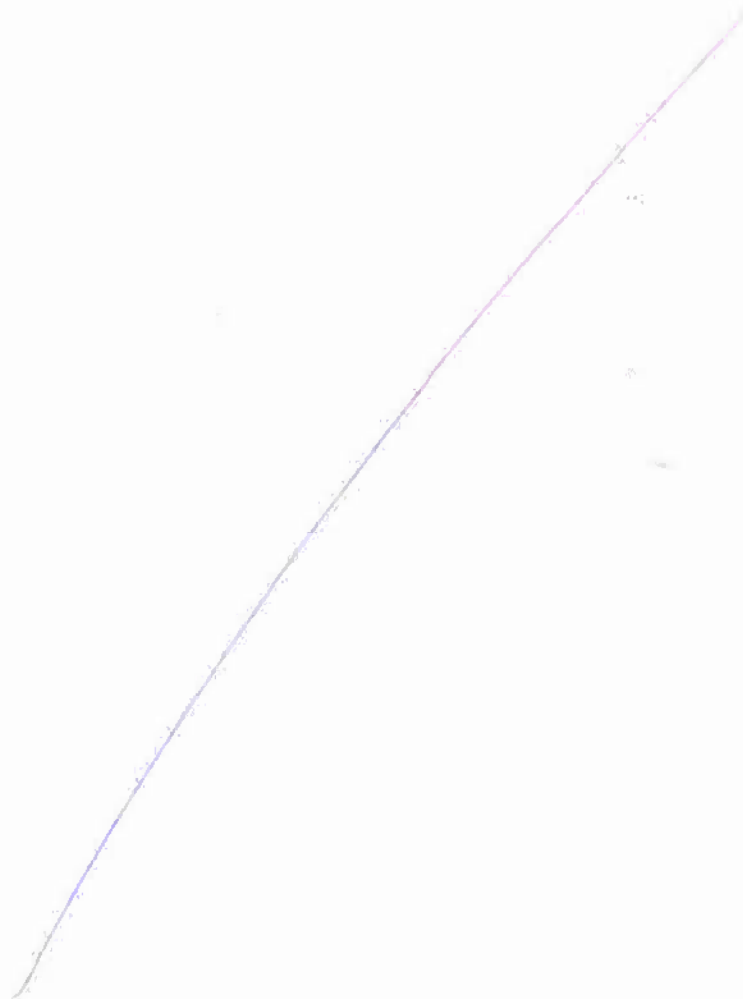
Company

(Signature of the Allottee(s))

WITNESSES:

1.

2.



## SAMPLE ESCALATION CALCULATION

Total price say 100/-

Construction Cost (50% of the total price):50

Table A:

## Opening and Closing RBI indexes

S.No	ITEMS	Weight age in construction cost	Assumed Opening RBI Indexes (May.,2012)	Assumed closing RBI Indexes
1	Steel	15%	100	112
2	Cement	10%	100	92
3	Other Building Cost	40%	100	114
4	Fuel & Power	5%	100	110
5	Labour	30%	100	105

Table B:

## Computation of Escalation Charges

Formula: Construction Cost X Weight of the item X (Closing Index-Opening Index)/Opening Index.

S.No	ITEMS	CALCULATION: Illustration for the entire 36 month period	Escalation Percentage For The 36 Month Period
1	Escalation in steel	$50 \times 15\% \times (112-100)/100$	0.900
2	Escalation in Cement	$50 \times 10\% \times (92-100)/100$	-0.400
3	Escalation in other building const. material	$50 \times 40\% \times (114-100)/100$	2.800
4	Escalation in fuel & Power	$50 \times 5\% \times (110-100)/100$	0.250
5	Escalation in Labour	$50 \times 30\% \times (105-100)/100$	0.750
	<b>Total Escalation Percentage for 36 month Period</b>		<b>4.300</b>

Escalation Charges, as per this illustration, shall be 4.3% of the Total Price i.e. 4.30

# ENDORSEMENT

I/We hereby assign all the  
Rights and liabilities under  
This agreement in favour of

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Assignor

Dated

I/We hereby assign all the  
rights and liabilities under  
this agreement assigned in  
My/our favour by:

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Assignee

The above transfer/assignment  
is hereby confirmed

For SKV INFOTECH Pvt. Ltd.

Authorised Signatory

# ENDORSEMENT

I/We hereby assign all the  
Rights and liabilities under  
This agreement in favour of

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Assignor

Dated

I/We hereby assign all the  
rights and liabilities under  
this agreement assigned in  
My/our favour by :

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Assignee

The above transfer/assignment  
is hereby confirmed

For SKV INFOTECH Pvt. Ltd.

Authorised Signatory

*[Handwritten signature in blue ink]*

Map

of

The

Unit

121



# Winsten Park

your own ip address

SKV Infotech Pvt. Ltd.

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