

Sub: Provisional Allotment Letter for Commercial Space/Shop/ Office/ Room/Suite in the Commercial Project named as “**SVG TOWN SQUARE 2**”, at **Plot No.SLC-3/5, Sector Alpha-2, Greater Noida, Dist. Gautam Buddh Nagar, Uttar Pradesh-201310**”.

Dear Sir/Madam,

This has reference to your application submitted to **Vinayaka Expo Plaza Pvt. Ltd.** having its Office at 2nd Floor, Vinayaka Plaza, AM-01, Ansal Golf Link-1, Greater Noida (hereinafter referred to as the “Company”) for allotment of Commercial Space/Shop/ Premium Office/Business Suite in the Commercial Project known as “**SVG TOWN SQUARE 2**”, at **Plot No. SLC-3/5, Sector Alpha-2, Greater Noida, Dist. Gautam Buddh Nagar, Uttar Pradesh-201310**” (hereinafter referred to as said “Project”) proposed to be developed on **Commercial Builder Plot No. SLC-3/5, Area 2580 Sqm., Sector-Alpha-2, Greater Noida(U.P.)** (hereinafter referred to as the said “Land”). allotted to the Company by Greater Noida Industrial Development Authority (GNIDA) and registered vide Lease Deed dated 05/12/2024 (hereinafter referred to as the “said Lease Deed”) duly registered with the Sub-Registrar, Gautam Budha Nagar in Book No.1, Volume No. 46066, Page No. 235 to 264 as **Document No.20511 dated 06/07/2024 on leasehold basis for a period of 90 years commencing from the date of execution of the said Lease Deed.**

In response to your application, the Company hereby provisionally allots to you {hereinafter “you” shall be referred to as the “Allottee(s)”} a Commercial Space/Shop/ Office/Room/ Suite more particularly described in **Annexure- B** annexed hereto (hereinafter referred to as “said Unit”) in the said Project. The allotment is subject to the terms and conditions contained herein below:

1. The Allottee(s) agrees that he has applied for allotment of said Unit with full knowledge of all laws/ notifications and rules applicable to the purchase and acquisition of immovable properties in India and the arrangement pertaining to the said Project in particular which have been explained by the Company and understood by him.
2. The Allottee(s) has seen the relevant documents/papers/RERA Registration details pertaining to the said Project and is fully satisfied that the title on the Land of the said Project is marketable and the Company has right and authority to develop the said Project on the said Land and to sell the said Unit and other units thereat to any party under the terms and conditions mentioned in the Sanction/Permission Letter issued by Greater Noida Industrial Development Authority (GNIDA) or other Authorities (hereinafter referred to as the said “Authority”) to the Company and the Allottee(s) hereby accepts and agrees to abide by the terms and conditions of the Provisional Allotment Letter.
3. The Allottee(s) confirms that he has examined and understood the RERA details, sanctioned plans, designs and specifications of the said Unit & said Project and he agrees to the same. He also agrees that the Company may effect such variations and modifications in the layout plan/ building plan of the Project as may be necessary for optimum utilization of saleable area or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority or Govt. agencies or the Architect of the Project without any objection from him/them and it shall not be

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obligatory on part of the Company to seek consent of the Allottee(s) for the said purpose. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the said Unit.

4. The Allottee(s) agrees that he shall pay the price of the said Unit and other costs calculated on the basis of Covered area/ Super area, as per **Annexure-A & B**. The Super Area, which is understood to include pro-rata share of the common areas in the Project, of the said Unit means the covered area of the said Unit including the entire area enclosed by its periphery walls including area under walls, columns, balconies, lawn and lofts etc. and Common areas shall mean all such parts/ areas in the entire said Project which the Allottee(s) shall use by sharing with other occupants of the said Project including Sewerage Treatment Plant, underground/ overhead water tank, electrical substation, guard room, entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to machine room, security/ fire control rooms, maintenance offices/ stores etc., if provided.
5. It is further understood and agreed by Allottee(s) that the area of the said Unit given in this Provisional Allotment Letter is tentative and subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Company which may result in change (decrease/increase) in the area of the said Unit, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed on completion/ development of the Project. In case of increase in the allotted area of the said Unit, that it agrees between the parties if the area of the unit increase up to 10% than cost will be charged at the allotment rate or if its increased more than 10% than that of access area will be charged at the prevailing rate at the time of handing over the possession and the same process will apply in case of decrease of the area. If the variation in the Super Area is more than 10% then Allottee(s) shall have option to withdraw and refund to be made within 3 months on deposited amount without any interest after cancellation request.
6. The Allottee(s) hereby agrees to pay to the Company in timely manner the Basic Sale Price, Additional Cost, and other charges etc. as per the payment plan opted by the Allottee(s) in **Annexure-B**, which is the essence of this allotment. In addition to the above, the Allottee(s) specifically agrees to pay promptly to the Company, the applicable Goods & Service Tax (GST), any Cess/Metro Cess etc. levied/ to be levied by the Government on services undertaken/ to be undertaken by the Company while constructing or developing the said Unit / Project. The Allottee(s) further agrees to pay directly or if paid by the Company then reimburse to the Company on demand any Govt. levies, Metro Cess, Property Taxes, other charges etc. leviable in future on the said Land and/or Project developed/ constructed on the said Land or the said Unit, as the case may be, as assessable/applicable in respect of the said Unit to the Allottee(s) and the same shall be borne and paid by the Allottee(s) in proportion to the area of the said Unit to the area of all the Units in the said Project as determined by the Company. If such charges/cost are increased (including with retrospective effect) after the provisional Allotment/Sub-Lease deed has been executed then such charges/cost shall be treated as unpaid sale

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price of the said Unit and the Company shall have the first charge/ lien on the said Unit for recovery of such charges/cost from the Allottee(s).

7. The Basic Sale Price of the said Unit is firm, save and except increases, which the Allottee(s) hereby agrees to pay due to increase in height, External Development Charges, Infrastructural Development Charges, Government rates, taxes, Metro Cess, cesses etc. and/ or any other cost/ charges which may be levied or imposed by the Government/ statutory authorities from time to time. If any term and conditions of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit/ Project requiring the Company to provide pollution control devices, effluent treatment plant etc., in the said Project, then the cost of such additional devices, equipment etc. shall also be borne and paid by the Allottee(s) in proportion to the super area/Covered area of his Unit to the total super area/Covered area of all the Units in the said Project as and when demanded by the Company. In case GNIDA. demand additional cost of allotment of land due to any reason as increment of additional compensation/ lease rent, Metro Cess, etc, the same shall be charged from Allottee(s) on the pro rata basis.
8. It is clarified by the Company and agreed by the Allottee(s) that the basic selling price of the said Unit does not include the cost towards interest free maintenance Security, lease rent, metro cess and other administrative cost and expenses, which shall be payable by the Allottee(s) in addition to the price of the said Unit if not mentioned in provisional allotment letter. The Allottee(s) shall pay the amount on demand, to the Company as may be determined at the time of providing necessary connections from the main line laid along the road servicing the Unit or as the case may be.
9. The Allottee(s) agrees and understands that in case the Company is able to get additional FAR, the Company shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to by making additional units or making additional floors in the building in which said Unit is located, or making additional building in and around the said land of said Project and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system of the said building in the said Project. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the said Land in the said Project.
10. The Allottee(s) agrees that specifications shown in the brochure/ pamphlet/ advertisings etc. are indicative only and that the Company may on its own provide any additional/ better specifications and/or facilities other than those mentioned in the brochure/ pamphlet/ advertisings etc. due to technical or aesthetic reasons including due to non availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Project/ said Unit.
11. The Allottee(s) acknowledges that the Company has readily provided all information, clarifications as

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required by him / her / there and that he / she / they has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents / brokers or otherwise including but not limited to any representations relating to description or physical condition of the project, or the said Unit or size or dimensions of the said Unit, services to be provided to the Allottee(s), estimated facilities / amenities to be made available to the Allottee(s) or any other data and that he / she / they has relied only on data/matters/things as specifically represented in this Provisional Allotment Letter and application and on his / her / their own judgment and investigation(s) in deciding to sign and accepts this Allotment to purchase the said Unit. No oral or written representations or statements previously made shall be considered / construed to be part of this Provisional Allotment Letter and that this Provisional Allotment Letter is self-contained and complete in itself in all respects.

12. The Allottee(s) satisfies and confirms that the cost of the said Unit mentioned in **Annexure-B**, does not include any tax paid or payable by the Company and/or its contractors by way of value added tax, state sales tax, Metro Cess, central sales tax, works contract tax, goods & service tax, SBC, one time building tax, luxury tax if any, building and other construction worker's welfare fund or cess or any other taxes, charges, levies by whatever name called, in connection with the development work of the said Project/ said Unit and Allottee(s) hereby agrees to pay the Company, in addition to the cost point out in **Annexure-B** of the said Unit a price equal to the proportionate share of Taxes, the proportionate share being calculated in the ratio of the super area/Covered area of the said Unit to the total super area/ Covered area of the all Units in the said Project.
13. The Allottee(s) undertakes to pay additionally to the Company Lease Rent, Metro Cess (if applicable), levied and/or leviable in future, by whatever name called or in whatever form and with all such conditions imposed by the Uttar Pradesh Government and/or any Competent Authority(ies) and any increase thereof and such increase in the External Development Charges (EDC), if any, shall be borne and paid by the Allottee(s) in proportion to the area of the said Unit to the total area of all the Units in the said Project as determined by the Company. If such charges are increased (including with retrospective effect) after the Conveyance/Sub-Lease Deed has been executed then such charges shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/lien on the said Unit for recovery of such charges from the Allottee(s).
14. It is clarified that the Electric Connection, Power backup, External Electrification, Water Connection, Sewerage Connection, Malba etc. and IFMS, other costs are not included in the Basic Selling Price of the said Unit detailed in **Annexure-B** and shall be payable by the Allottee(s) in addition to the price of the said Unit. The Allottee(s) shall pay the following amounts, on demand, to the Company as may be determined at the time of providing necessary connections from the Main line laid along the road servicing the Unit or as the case may be.
 - (a) The Electricity Load for the entire project shall be obtained from concerned Electricity authority by the Company or as the case may be, and the cost of installation of Sub-

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Station/Power House/Transformers shall be charged extra on pro rata basis and shall be payable by the Allottee(s) on demand.

- (b) The individual Electricity Connection cost including deposit and Meter cost shall be borne by the Allottee(s).
15. It shall be an essential condition of this Provisional Allotment Letter that the use of the said Unit shall always be for commercial purpose only. Any change in the specified use, which is not in consonance with the theme of the said Project or is detrimental to the public interest will be treated as a breach of the terms of Provisional Allotment Letter, entitling the Company to cancel the Provisional Allotment Letter and forfeit the entire amount deposited by the Allottee(s). Thereafter, the Allottee(s) shall not have any right, title or interest in the said Unit allotted to him. The Allottee(s) agrees that he shall be solely responsible to obtain requisite license/approval/sanction from the competent authority for carrying on commercial activity. Further, the Company shall not in any way, be responsible/liable for any default/violation committed by the Allottee(s) under any applicable laws, rules, regulations, guidelines etc. imposed by the concerned authority(ies) for carrying on commercial activity. Any such default/violation shall automatically entitle the Company to cancel the Provisional Allotment Letter in accordance with Clause 29 of this Provisional Allotment Letter.
16. Subject to other clauses herein, the Company has allotted to the Allottee(s) the Commercial Unit as per the **Annexure – B** annexed to this Provisional Allotment Letter in the said Project as per plans and specifications inspected, seen and agreed by the Allottee(s) for a basic sale price and additional cost as described in **Annexure – B** annexed to this Provisional Allotment Letter in respect to the said Unit.
17. The Allottee(s) shall also be entitled to use only the generally common areas and facilities within the said Land which may be outside the land underneath the said Project Building earmarked as generally commonly used areas & facilities by all the occupants/ users on the said plot of land. It is further made clear to the Allottee(s) that the Allottee(s) shall have no right, title or interest in other unsold open/ covered car parking spaces, if any, and the same shall be dealt with by the Company at its own discretion as it may deem fit.
18. (a) The Allottee(s) hereby agrees, undertakes and assures the Company and the Maintenance Agency that the Allottee(s) shall not encroach upon any part of the common area/roof/terrace of the said Project or upon the adjoining Units of the said Unit either by erecting or constructing any structure or by installing/putting/keeping any kind of material, machine, equipment, fixture (temporary or permanent) thereupon which may or may not hinder/obstruct the use of common areas. In case the Allottee(s) encroaches upon any part of the common area of the said Project or upon the adjoining Units of the said Unit by erecting or constructing any structure or by installing/ putting/ keeping any kind of material, machine, equipment, fixture (temporary or permanent) thereupon, the Company/Maintenance Agency is authorized to remove or shift or demolish, as the case may be, such erection or fixture or installation and the Company/Maintenance Agency shall raise expense bill to the Allottee(s) towards the cost of such demolition/removal/shifting along with any other concurrent/

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Allottee/s

consequential expense/loss incurred by the Company/Maintenance Agency/other allottees/occupiers of other Units which the Allottee(s) hereby agrees and undertakes to pay to the Maintenance Agency within 7 days of receipt of such Bill. The Company/Maintenance Agency shall not be responsible for any kind of loss/ damage caused to any machine/ installation while removing/ demolishing/ shifting the same or consequential thereupon.

- (b) The structure of the said Project Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the maintenance agency on behalf of the Allottee(s)'s and the cost thereof shall be payable by Allottee(s) as the part of the maintenance bill raised by the maintenance agency but contents inside each Unit shall be insured by the Allottee(s) at his/her/their own cost. The cost of insuring the Project Building structure shall be recovered from the Allottee(s) as a part of total maintenance charges and the Allottee(s) hereby agrees to pay the same. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Unit or any part of the said Project Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.
- (c) The service areas, if any, as may be located within the said Project, as the case may be, shall be earmarked by the Company to house services including but not limited to Electric Sub-station, Transformer, DG set rooms, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipment etc. and other permitted uses as per Project Plans. The Allottee(s) shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Company or the maintenance agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Provisional Allotment Letter by the Allottee(s).
- (d) The fire-fighting equipment, pollution control devices and/ or preventive measures may be installed by the Company in the common area if required by any law/ byelaws, order or directions or guidelines of the Government/ any Statutory Authority/ Body or if deemed necessary by the Allottee(s) and the costs thereof shall be chargeable extra from the Allottee(s) on pro-rata basis. Further the Allottee(s) hereby agrees to pay cost for the individual electricity meter connection to his Unit to the Company on demand before offer of possession of the said Unit.

19. The Allottee(s) shall make all payments within time in terms of schedule of payments as mentioned above and/or as may be demanded by the Company from time to time without any reminders from the Company through A/c Payee Cheque(s)/ Demand Draft(s) in favour of **“VIANAYAKA EXPO PLAZA PVT. LTD. -RERA Collection Account.”** payable at par. The receipt of payment may be issued by the Company in the name of first Allottee (in case the said Unit is allotted to joint Allottees irrespective of payment received from any other person. It is further clarified that the Company shall not be responsible towards any third party making payment/remittances on behalf of the Allottee(s) and such third party shall not have right in the Allotment of the said Unit. The Allottee(s) further

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agrees that in case he make any payment towards the said Unit from any third party account, then he/they shall ensure that there would be no claim by such third party in the said Unit against the payment made from third party account and the Allottee(s) further agrees that the Company shall not be liable or responsible for any inter-se transaction between such third party and Allottee(s) in any manner whatsoever. In the event, the Allottee(s) makes any payment through any third party account then he hereby agree to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and on realization of payment, the Company shall proceed to issue receipt of such payment made by the Allottee(s) from third party account.

20. The Allottee(s) may avail financial assistance towards purchase of said Unit from any bank/ financial institution. However, if any bank/ financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee(s) shall not make such refusal/delay an excuse for non- payment of any instalments/dues to the Company within stipulated time as per the payment plan. Further, the obligation of the Allottee(s) to purchase the said Unit pursuant to this Provisional Allotment Letter shall not be contingent on the Allottee(s)'s ability or competency to obtain such financing and the Allottee(s) will remain bound under this Provisional Allotment Letter. Further, in case the Allottee(s) fails to repay the loan amount to the bank/ financial institution or fails to comply with any terms and conditions of the loan/ financing agreement entered into with such bank/ financial institution, then the bank/ financial institution may enforce the security by the sale of the said Unit and the Company may accept the Purchaser of the said Unit in place of the Allottee(s), after the Purchaser complies with the necessary formalities of the Company in this respect. The amount standing to the credit in the account of the Allottee(s) after forfeiting the amount as per this Provisional Allotment Letter will be transferred to the account of the purchaser. Further, in case the bank/ financial institution ask the company to cancel the booking of said Unit and call for repayment of outstanding loan amount, then the Company may cancel the booking and after forfeiting the amount as per this Provisional Allotment Letter, pay the balance amount to the bank/ financial institution against outstanding loan amount for and on behalf of the Allottee(s). Further, the Allottee(s) hereby agrees and understands that, availability of Loan/approval of the Project by the Financial Institution is not the pre- requisite/condition precedent of the allotment of the said Unit and Applicant hereby agrees to pay the sale consideration of the said Unit according to opted Payment Plan, irrespective of availability of finance from any Financial Institution.

21. It is agreed by the Allottee(s) that the timely payment of instalments and other allied charges/cost indicated herein is the essence of this Provisional Allotment Letter. It shall be incumbent on the Allottee(s) to comply with the terms of payment and the Allottee(s) herein has agreed that Company is under no obligation to send reminders for payments. If payment is not received by the Company within the period as indicated in the Payment plan opted by the Allottee(s) or if there is any other breach of terms of this Provisional Allotment Letter, then this Allotment may be cancelled.

22. (a) The Allottee(s) hereby agrees that out of the amount(s) paid/ payable by him for the said Unit allotted to him, the Company shall treat 10 % of Basic Sale Consideration amount as earnest money to

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Allottee/s

ensure fulfilment of all the terms and conditions by the Allottee(s) as contained in this Provisional Allotment Letter. However, in the event of transfer of the said flat before/after execution of Sub-Lease, the Allottee(s) shall pay administrative charges as company norms.

- (b) In the event of the failure of the Allottee(s) to perform his obligations or fulfil all the terms and conditions set out in the Provisional Allotment Letter, the Allottee(s) hereby authorises the Company to keep on abeyance or suspend or cancel the Allotment of the said Unit and forfeit out of the amounts paid by him, the earnest money as aforementioned together with any interest on instalments, interest on delayed payment due or payable, brokerage, dealer commission etc subject to submitted Cancellation Request Letter with competent documents like Bank NOC (if), Broker NOC (if). The amount, if any, paid over and above the earnest money, interest on delayed payment due or payable, brokerage, dealer commission etc shall, however be refunded to the Allottee(s)/ the financial institution as the case may be by the Company without any interest after re- allotment of the said Unit and after compliance of certain formalities by the Allottee(s). However, in exceptional circumstances the Company may, in its absolute discretion, condone the delay in payment by charging penal interest at the rate of MCLR + 4% per annum on the amount outstanding up to one month delay from the due date of outstanding and at the rate of MCLR + 10% per annum thereafter on all outstanding dues from their respective due dates. Further, if any discount/ concession has been given by the Company in the Basis Sale Price/ in the payment term to the Allottee(s) in lieu of consensus of the Allottee(s) for timely payment of instalments and other allied cost, then the Allottee(s) hereby authorizes the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the Allottee(s) hereby agree to pay immediately. The Allottee(s) may opt for cancellation of allotment of said Unit only within two months from the date of allotment of the said Unit and in case the allotment of the said Unit is cancelled at the behest of the Allottee(s), then the Allottee(s) hereby authorizes the Company to forfeit the earnest money and the amount, if any, paid over and above the earnest money shall be refunded by the Company to the Allottee(s) without any interest after re-allotment of the said Unit. Upon cancellation of the said Unit, this Provisional Allotment Letter shall stand cancelled and the Allottee(s) shall be left with no right, title, interest, lien etc. on the said Unit.
- (c) The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permissions, approvals etc. which would enable the Company to fulfil its obligations under this letter of Allotment. The Allottee(s) hereby understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and rules made thereunder as amended from time to time and other applicable laws. The Company accepts no responsibility in this regard.

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- (d) That unless a Conveyance/Sub-Lease Deed is executed and registered, the Company shall continue to have full authority over the said Unit and all amounts paid by the Allottee(s) under this Provisional Allotment Letter shall merely be a token payment for purchase of the allotted Unit and shall not give him any lien or interest on the said Unit until he has complied with all the terms and conditions of this Provisional Allotment Letter and a Conveyance/Sub-Lease Deed of the said Unit has been executed and registered in his favour.
- (e) This Provisional Allotment Letter is subject to the terms and conditions of sanction of layout plan issued by Greater Noida Industrial Development Authority (GNIDA) under the provisions of THE GREATER NOIDA INDUSTRIAL DEVELOPMENT AREA BUILDING REGULATION, 2010 and U.P. Industrial Area Development Act, 1976 and Rules thereunder and/or licenses issued by the Town and Country Planning Department, U.P. in respect of the said Land/ said Project to the Company and the Allottee(s) hereby accepts and agrees to abide by the same.
- (f) The Allottee(s) is not entitled to get the name(s) of his assignee(s) substituted in his place. The Company may however, in its discretion, permit such substitution (which will not be withheld unreasonably) on such terms and conditions including payment of administrative cost and other costs as it may deem fit. Any change in name (including addition/deletion) of the Allottee(s) will be deemed as substitution for this purpose. The Allottee(s) hereby agrees that the Company shall proceed to entertain his request for assignment of allotment right of the said Plot if and only if all outstanding dues and interest towards the said Plot is paid by the Allottee/ Assignee on or before submission of documents for assignment. In case the outstanding dues and interest is not paid by the Allottee for any reason before assignment, then the Assignee shall pay the same to the Company. The Allottee(s) hereby agrees that his Assignee shall get the rights under this Provisional Allotment Letter from the date of assignment and not from the date of signing of this Provisional Allotment Letter by the Allottee(s). The Allottee(s) further agrees and understands that, notwithstanding anything contained in Clause 31(a), the development period of the said Plot as stated in this Provisional Allotment Letter shall be reckoned with effect from the date of assignment of allotment right in the said Plot in favour of his Assignee(s) and his assignee(s) shall not claim for compensation for any delay in offer of possession of the said Plot by the Company.
- (g) The Company has made clear to the Allottee(s) that the Company may be carrying out extensive developmental/construction activities now and for many years in future in the entire area falling outside said Unit/said Project and that the Allottee(s) has confirmed that he/she shall not raise any objection or make any claims or withhold, refuse or delay the payment of instalment/Operation/Maintenance bills on account of inconvenience, if any, which may allege to be suffered by him/her due to such developmental/ construction or its incidental/ related activities The Company, relying in good faith on this specific undertaking of Allottee(s), has agreed to sign this Allotment in respect of the said Unit and this undertaking shall survive throughout the occupancy of the said Unit by the Allottee(s), his legal representatives, successors, administrators, executors, assigns

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etc.

23. (a) The Company shall complete the development/ construction of the Unit/ Project within 36 (Thirty Six) months from the date of signing of this Provisional Allotment Letter by the Allottee(s), or within an extended period of Six months. Completion of development of the Unit within such 42 (Forty Two) months is subject to force majeure conditions [as mentioned in Clause (b) hereunder] and subject to other Unit Allottee(s) making timely payment or subject to any other reasons beyond the control of the Company. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Unit to the Allottee(s). The aforesaid period of development shall be computed by excluding NGT orders for non construction activities, Sundays, Bank Holidays, enforced Govt. holidays and the days of cessation of work at site in compliance of order of any Judicial/ concerned State Legislative Body.
- (b) The Company shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Provisional Allotment Letter if such performance is prevented, delayed or hindered by act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Company. Further, the Company shall not be held liable for any delay in offer of possession of the said Unit to the Allottee(s) if the delay is caused as a result of any Act, Order, Rule, Notifications etc. of the Government or any competent Authority or due to delay in grant of completion/ occupation certificate by the Competent authority or due to carrying out any alternate/additional work demanded by the Allottee(s) in the said Unit at any point of time during development of the said Unit.
- (c) The Company shall offer in writing to the Allottee(s) to take over, occupy and use the said Unit within thirty (30) days from the date of offer of possession and the Company shall hand over the said Unit to the Allottee(s) for his occupation and use subject to the Allottee(s) having complied with all the terms and conditions of this Provisional Allotment Letter and is not in default under any of the terms and conditions herein and has complied with all term and conditions, formalities, documentation etc., as may be prescribed by the Company in this regard. Upon receiving a written intimation from the Company, the Allottee(s) shall within the time stipulated by the Company in the notice offering possession, take over possession of the said Unit from the Company by executing necessary indemnities, Undertakings and such other documentation as the Company may prescribe and the Company shall after satisfactory execution of such documents and payment by Allottee(s) of all the dues permit the Allottee(s) to occupy and use the said Unit. If the Allottee(s) fails to take over the said Unit as aforesaid within the time limit prescribed by the Company in its notice, the said Unit shall lie at the risk and cost of the Allottee(s) and the Company shall have no liability or concern thereof. Further, in the event of his failure to take possession for any reasons

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Allottee/s

whatsoever, he shall be deemed to have taken the possession of the said Unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the Unit or for any other purpose.

- (d) If for force majeure reasons or for reasons beyond the control of the Company, the whole or part of the project is abandoned or abnormally delayed, no other claim will be preferred except that Allottee(s)'s money will be refunded on demand after compliance of certain formalities by the Allottee(s).
- (e) In case of any supervening event like acquisition or any other decision of the Government or Local Authorities, the company is unable to complete the development/ construction of the said Unit, The Allottee(s) shall remain obliged to make payment to the Company proportionate to the extent of the completion thereof and as may be certified by the Architect of the Company. The decision so made shall be final. However, the Allottee(s) shall be entitled to transfer of the right to receive the compensation (if any) of the Company from the Government in respect of the said Unit.
- (f) The Allottee(s) further understands and agrees that timely completion of the Project is entirely dependent upon his/their timely payment of due amounts as per payment plan opted by him/them and in case of default in making payment of due amount within stipulated period, then the same shall not only hamper the overall progress of the Project, but will also be prejudicial to the interest of all Allottees of the units of the Project. If the Applicant(s) fails/ defaults in making payment of due amount within stipulated period, then his allotment shall be put under abeyance/ suspension. The Company shall then have right to re-allocate the provisional allotment of the said Unit which includes change in area and location such as floor, dimension, size etc. of the said Unit and or cancel the provisional allotment of the said Unit and forfeit the earnest money detailed in this Provisional Allotment Letter. Further in such case, without prejudice to other available rights, if Company opts to use its right to relocate the provisional allotment of the said Unit, as result thereof, if there is any change in dimension, size, location etc. of the said Unit, then the price towards increase/decrease of re-allotted Unit shall be dealt (paid/adjusted) in a manner detailed in the Payment Plan.
- (g) In case of company fail to complete the construction within the time or unable to offer the possession according to provisional allotment letter then company will liable to pay delay period penalty at the rate of MCLR rate per annum for delayed period as per provisional allotment and if any interest applicable in said unit for late instalments, then interest and penalty amount will be adjustment and balance amount will provide/received by the company.

24. The Allottee(s) shall, after taking possession or deemed possession of the said Unit, as the case may be, or at any time thereafter shall have no objection to the Company developing or continuing with the development of other Unit adjoining the said Unit sold to the Allottee(s). The Company is authorized

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Allottee/s

automobile service station without written permission of the company.

(b) To store in the Unit any goods, which may be of combustible nature or which are so heavy as to affect the construction or the structure of the Unit or any part thereof.

(c) To do anything in or about the said Unit which may tend to cause damage to any flooring or ceiling or any Unit over/ below or adjacent to his Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.

(d) To demolish the Unit or any part thereof or to make any additions or alterations of whatever nature to the said Unit or any part thereof.

(e) To close ground space or common passages or common corridors even if particular floor/ floors are occupied by the same Allottee(s).

(f) To make any alterations in any elevations and outside colour scheme of the exposed wall of the varandah or any external wall, or both the faces of external doors and windows of the Unit to be acquired by him, which in the opinion of the Company differ from the colour scheme of the Project.

(g) To put up any name or signboard, publicity or advertisement material outside his Unit or anywhere in the common areas without prior permission of the Company or his nominee in writing.

(h) To make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse, anywhere save and except at areas/ places specifically earmarked for the purposes in the said Project.

30. The Allottee(s) shall have no objection against the Company if the Company makes allotment of any space/floor in the said Project specifically designated for carrying out cafeteria/ Food court/any other allied purpose in favour of any other Allottee(s).

31. If the Company allots any floor/Space in the said Project in favour of Allottee(s) which is specifically designated for carrying out cafeteria/Food Court/any other allied purpose then:

(i) Allottee(s) shall have to obtain all licenses, statutory permissions and approvals required for running, operating and establishing the Food Court in the Premises.

(ii) Allottee(s) shall have to observe and comply with the rules, regulations and bye-laws of the Municipal Authority of concerned District/State/City or any statutory authority.

(iii) All the staff employed in the Food Court shall be the employees of Allottee(s) and the Company shall not be liable for any claims/liability/disputes arising out of their employment.

(iv) Allottee(s) shall not employ any employees who is minor under the Indian Majority Act or any

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Allottee/s

other Act prevailing in India and further agrees that it will comply all the provision of Labour Law and other prevailing laws in India for its Commercial Operation of Food Court in the said Premises during the entire term or the extended term of the Provisional Allotment Letter and shall always keep the Company indemnified for the same.

(v) Allottee(s) agrees to comply with all the requirements of law related to Shops and Establishments Act, Prevention of Food Adulteration Laws, Labour Laws, ESIC, Provident Fund etc. and other statutory provisions governing its business in the Premises during the entire term or the extended term of the Provisional Allotment Letter.

(vi) No further construction/ modification is permissible to the Allottee(s) anywhere in the Unit.

32. (a) The Allottee(s) will be entitled to possession of the said Unit only after all the amounts payable under this Provisional Allotment Letter are paid and the Sub-Lease Deed/ Agreement to lease in respect of the said Unit is executed and duly registered with the Registrar/ Sub-Registrar concerned.

(b) The Allottee(s) before taking possession of the said Unit shall completely satisfy himself regarding the construction, facilities and amenities in respect thereof and hereby agree not to raise any dispute on such account thereafter either individually and or by joining as member(s) in any society and/or otherwise, in any capacity. Further, the Allottee(s) after taking possession of the said Unit shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Unit or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession of the said Unit by the Allottee(s) or his authorized representative.

(c) After taking possession of the said Unit by the Allottee(s), if any addition or alteration in or about or relating to the said Unit are required to be carried out by the government or Local Authorities or in pursuance of any statutory requirement, the same shall be carried out by the Allottee(s) in co-operation with the other Allottee(s) in the said Project at its own cost and expenses and the Company shall not be in any manner liable or responsible for the same. Any alteration or addition in the said Unit shall be carried out by the Allottee(s) after getting the plans thereof sanctioned from the concerned authorities.

33. The common areas and facilities shall remain under the control of the Company whose responsibility will be to maintain and upkeep the said spaces, sites until the same are transferred/ assigned to any other body or association for maintenance. It is clearly understood and agreed by the Allottee(s) that he/she shall not claim any partition of the said land and/ or common areas/ facilities in the said Project.

34. (a) In order to provide necessary maintenance services the Company may, after offer of possession of the said Unit to the Allottee(s), for the time being, hand over the maintenance of the said Project to any Maintenance Agency at its sole discretion. Thereafter, the Company may handover maintenance

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Allottee/s

services to any Body corporate or an association as the Company may in its sole discretion deem fit. The maintenance, upkeep, repairs, lighting, security etc. of the Project buildings including landscaping and staircase and other common areas of the Project will be undertaken by the Company or its nominated Maintenance Agency. The Allottee(s) agrees and consents to the said arrangements. The Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominated Maintenance Agency from time to time depending upon the maintenance cost. Further, the Allottee(s) agrees to abide by all the rules, terms and conditions of the bye-laws of the Maintenance Agency or Company and all the amendments/modifications therein.

- (b) The Allottee(s) agrees to pay to the Company interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Allottee(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. The Allottee(s) hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the said Unit is physically occupied by the Allottee(s) or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Allottee(s) hereby authorizes the Company to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Unit and further the Allottee(s) hereby authorizes the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Company/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and hereby agrees that the Company/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, the Allottee(s) hereby agrees to pay maintenance charges in respect of the said Unit regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non- payment of maintenance charges within the time specified, the Allottee(s) shall pay maintenance charges along with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle the Allottee(s) to the enjoyment of common services including electricity, water etc.
- (c) The Allottee(s) agrees to pay the said interest free Maintenance Security as per the schedule of payment given in Provisional Allotment Letter, A separate Maintenance Agreement between the Allottee(s) and the Company or its appointed Maintenance Agency will be signed at a later date.
- (d) Subject to Clause stated herein above, in case at any time, the Company hands over the Maintenance Services of the Project to the appointed Maintenance Agency/ the Resident Welfare Association (RWA) of the Project, then the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting there from any outstanding maintenance bills and/ or other outgoings of the Allottee(s) to such Maintenance Agency/ Resident Welfare Association (RWA), as

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Allottee/s

the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Allottee(s) on account of the same. Further, if any concession/ discount in Common Area Maintenance Charges has been given by the Company to the Allottee(s), then such concession/ discount shall be subject to the timely payment of remaining Common Area Maintenance Charges by the Allottee(s) to the Company or to the nominated Maintenance Agency and only till the time the Company hands over the Maintenance Services of the said Tower/ Project to the Resident Welfare Association (RWA) or Shop Owners Association as the case may be.

- (e) The Company or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Unit, roof top, terrace, balconies etc. for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Provisional Allotment Letter including for connections/ disconnections of the electricity and water and/or for repairing/ changing wires, gutters, pipes, drains, part structure etc. In case of urgency or exigency situation like, fire, short-circuit, gas-leakage, etc. the Allottee(s) hereby authorizes the Company or Maintenance Agency and their representatives, employees etc. to break the locks, doors, windows etc. of the said Unit to enter into the said Unit in order to prevent any further damages/ losses to life/ property in the said or adjoining Units/ Building/ Project.
 - (f) The Allottee(s) hereby agrees to keep the Company/Maintenance Agency harmless and indemnified against all losses/damages/claims which may be caused or which may arise due to any act, conduct and/or negligence of the Allottee(s).
35. The said Project shall always be known as “SVG TOWN SQUARE 2, GREATER NOIDA” and the said names shall never be changed by the Unit Allottee(s) or anybody else.
36. (a) The Company shall have the first lien and charge on the said Unit in the event of the Allottee(s) parting with any interest therein for all its dues and/or that may thereafter become due and payable by the Allottee(s) to the Company under this Provisional Allotment Letter.
- (b) That the terms and conditions contained herein shall be binding on the occupier of the said Unit and default of the occupier shall be treated as that of the Allottee(s), unless context requires otherwise.
 - (c) Delay or indulgence by the Company in enforcing the terms of this Provisional Allotment Letter or any forbearance or giving time to Allottee(s) shall not be construed as a waiver on the part of the Company of any breach or non- compliance of any of the terms and conditions of this Provisional Allotment Letter by the Allottee(s) nor shall the same in any manner prejudice the rights of the Company.

For VIANAYAKA EXPO PLAZA PVT LTD.

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Allottee/s

(d) In case the Allottee(s) has availed loan facility for purchase of the said Unit, he hereby covenants with the Company that after the execution and registration of Conveyance/ Sub-Lease Deed of the said Unit, the original /Sub-Lease Conveyance Deed shall be received by the Company on behalf of the Allottee(s) directly from the office of the concerned Registrar/ Sub-Registrar and shall be deposited with the concerned financier/ banker in accordance with the Banking/ financing Rules & Regulations.

37. (a) If any term and conditions of this Provisional Allotment Letter is determined to be void or unenforceable under any applicable law, such term and conditions shall be deemed to have been amended or deleted in as far as it may reasonably be consistent with the purpose of this Provisional Allotment Letter and to the extent necessary to conform to applicable law and the remaining term and conditions of this Provisional Allotment Letter shall remain valid and enforceable in accordance with other terms. In no circumstances it shall render this Provisional Allotment Letter void. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Provisional Allotment Letter, the terms and conditions contained in this Provisional Allotment Letter shall prevail and be binding on both the parties.

(b) Any express or implied waiver by the Company of any default shall not constitute a waiver of any other default by the Allottee(s) or a waiver of any of the rights of Company. All original rights and powers of the Company under this Provisional Allotment Letter will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the Company, and the Company shall not be deemed to have waived any of its rights, or any provision of this Provisional Allotment Letter, or any notice given hereunder, unless such waiver be provided in writing by Company, and any waiver by the Company of any breach by the Allottee(s) of the Provisional Allotment Letter, shall not be deemed a waiver of any continuing or recurring breach by the Allottee(s) of the Provisional Allotment Letter.

38. (a) The Allottee(s) shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his address. The address given in the application for Provisional Allotment Letter of said Unit shall be deemed to be the registered address of the Allottee(s) until the same is changed in the manner aforesaid.

(b) In case of joint Allottee(s), all communication shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).

(c) All letters, receipts, and/or notices issued by the Company or its nominee and dispatched Under Certificate of Posting/ Regd. / Speed Post/ Courier Service to the last address known to it of the Allottee(s) shall be sufficient proof of receipt of the same by the Allottee(s) and shall fully and

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Allottee/s

effectually discharge the Company/nominee.

39. For all intents and purposes singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Allottee(s) is a joint stock company, a firm, any other body corporate or organization or an association.

40. If at any stage this document requires to be registered under any law or necessity, the Allottee(s) binds himself and agrees to have the same registered through the Company in his favour at his cost and expenses and keep the Company fully absolved and indemnified in this connection.

41. (a) The terms and conditions contained hereinabove shall be interpreted in a manner so as to cover the laws and rules prevailing in India and conform to Public Policy and/or Fair Trade Practices.

(b) That the rights and obligations of the parties under or arising out of this Provisional Allotment Letter shall be construed and enforced in accordance with the laws of India.

(c) All or any disputes arising out of 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 parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Delhi. Subject to the Arbitration as referred above, the Courts at Greater Noida shall have jurisdiction in all the matters arising out of or touching upon and/or in connection with this Provisional Allotment Letter.

You are requested to sign in both copies of this Provisional Allotment Letter (on each page) in token of your acceptance of the terms & conditions stated hereinabove.

I/We hereby accept the Provisional Allotment Letter on the terms and conditions mentioned hereinabove.

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(Authorized Signatory)
For VIANAYAKA EXPO PLAZA PVT LTD.

Allottee(s)

(Authorized Signatory)

Allottee/s

Witnesses:

1. Name _____

S/W/D/of _____

Address _____

2. Name _____

S/W/D/of _____

Address _____

For VIANAYAKA EXPO PLAZA PVT LTD.

(Authorized Signatory)

Allottee/s