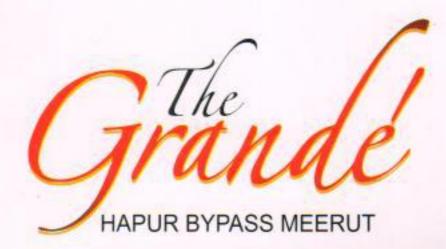
PROVIEW RISHABH

ALLOTMENT LETTER

Name :	······································
Address :	



PROVIEW RISHABH INFRA PVT LTD

ALLOTMENT LETTER

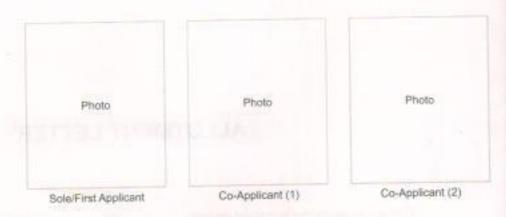
IN FAVOUR OF

Anathria	QV/24/2004	
Applicant	Mr./Mrs./Ms	
	S/o/W/o/D/o	
	Address	
		IIII ETTI
	STATE OF THE PARTY	
Co/Applicant	Mr./Mrs./Ms	
	S/o/W/o/D/o	
	Address	
		1 198

Co/Applicant	Mr./Mrs./Ms	
	S/o/W/o/D/o	
	Address	

(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,



Please refer to your application dated......with M/s. Proview Rishabh Infra Pvt. Ltd. We are pleased to allot your a unit in Proview Rishabh Infra Pvt. Ltd. a residential complex at The Grande, Hapur Bye pass, Near Sanjayvan, Meerut (U.P.)

This allotment is subject of 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 No. in all future communication with us.

UNIT DET	AILS				. 2
	/Unit No	/ Floor		Tower	/ Block
TOTAL P		e all charges paya		h basic cost)	Rsonly)
PAYMENT	TPLAN				
Booking Ar	mout: Rs				
(Paid vide	Receipt No Receipt No	/dt/dt/dt/dt/dt/dt/dt/dt/dt/dt/	/-F /-F	RsRsRsRsRsRsRsRsRsRsRsRsRsRsRs.	
	Receipt No Receipt No	/dt /dt /dt /dt	/-F	₹s ₹s ₹s	

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

Payment Plan

PARTICULARS	RATE	AMOUNT
BASIC PRICE		
Size (Sq.Ft.)		
Floor PLC	The second second	
Park Facing PLC		
Road Facing PLC		
Corner PLC	Takin Ara	a misco III
Car Parking (Open/Covered)		
Club Membership		
EDC	I CONTRACTOR	
EEC		
FFC		
IFMS		>
Power BackupKVA		1.0
Service Tax		
Other Charge if any		
Total Sale Price		

POSSESSION

*The installment demand notice given by the Company shall be to the effect that installment has become due as stated above shall be final & binding on customer. It is also made clear that timely payment of all installments is essence of this allotment.

Payment Schedule

S. No.	Installment	% percentage Amount	Due Date
1.	At the time of Booking	10%	
2.	At Bhoomi Poojan	10%	
3.	At the time of Excavation	10%	The state of
4.	Ground Floor Slab	10%	
5.	1st Floor Slab	10%	
6.	2nd Floor Slab	10%	
7.	3rd Floor Slab	10%	291
8.	4th Floor Slab	10%	1
9.	5th Floor Slab	10%	
10.	At the time of Possession	10%	

TERMS AND CONDITIONS

WHEREAS the Company is developing a Residential Complex by the name of The Grande on the Purchased land approximately 42,500 sq.yards. Located at Hapur Bye Pass, Near, Sanjayvan, Meerut (U.P.).

ANDWHEREAS the Company has purchased the said land for its aforesaid project The Grande from intending seller under the registered sale deed.

ANDWHEREAS the Company, to develop a Residential Complex has obtained all requisite license, permission and approval etc. for the same from the Meerut Development Authority.

NOW THIS ALLOTMENT AGREEMENT WITNESSETH AS UNDER

A. PAYMENTS

- 1. That the timely payment of installment as indicated in the payment plan is the essence of the scheme. If any installment as per the schedule is not paid by the due date, the Company will charge interest at the rate of 24% p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive installments, the allotment will automatically stand cancelled without and any prior intimation to the allotttee/s and the Allottee(s) will have no lien on the unit. In such a case, 15% of the total basic price of the unit will stand forfeited and the balance amount, if any, will be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condene the delay in payment exceeding three months by charging interest @ 24% p.a. and restore the allotment in case it has not been allotted to someone else on the waiting list. In such a situation, an alternate unit. If available, may be offered in lieu of the same.
- That for preferentially located units, extra charges will be payable, if any.
- That in case the applicant at any time desires for cancellation of the allotment, it may be agreed
 to, though in such a case, 15% of the total basic price of the unit will be forteited and the balance,
 if any, will be refunded without any interest.
- 4. That in case the Allottee(s) wants to avail of a loan facility from his employer or any financial institution or any bank to facilitate the purchase of the unit applied for, the Company shall facilitate the process subject to the following:
- The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.

(ii) The responsibility of the getting the loan sanctioned and disbursed as per the Company's payment schedule will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by the provisions contained in clause 1 as above.

B. CONSTRUCTION AND COMLETION

- That the specification shown in the specification sheet are indicative only and that the Company may on its own provide additional/better specification and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons including non-availability of certain material of acceptable quality and price or due to popular demand or for reasons of overall betterment of the complex/individual unit (with the consent of Allottee(s) in writing). The proportionate cost of such changes will be borne by the Allottee(s).
- 2. That the completion of the unit will be done as per the completion date subject to receiving the entire cost and other payments as per the terms of allotment. However, if the allottee/s opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. In case the allottee/s insists for early completion of the flat the Company shall try to do the same. In such a case, the discount offered on advance payment shall proportionally be reduced but early completion of the unit shall in any case not be binding on the Company.
- 3. That the drawings shown in the sale documents are provisional and tentative and subject to changes by the architect/Company before or during the course of construction without any objection or claim form the Allottee(s). Within the agreed consideration costs, the Company shall complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans and geysers etc), external development (which inter alia includes laying of road, water lines, sewer lines and electric lines within the complex" The Ground). The external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to the internal services are to be provided by the Company itself. The unit shall, in particular, comprise of specification as mentioned in the Specification Sheet.
- 4. That the allottee/s shall be offered membership of the recreational club in the complex for which admission fees is inclusive into other charges alongwith basic cost of above said flat. The Allottee(s) will not have any ownership right on the club or the club lawn. The allottee/s will have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.
- 5. That the reserved/Covered parking space shall be allotted to the allottee with the flat and the same shall not have independent entity detached from the flat. The allottee shall not to sell/transfer the reserved/covered parking space independent from the flat. The allottee may apply for additional parking space, which may be allotted subject to availability and as per the condition decided by developer. The allottee to him and not anywhere else in the complex.

- 6. That the following facilities will be provided by the Company on extra payment:
- (i) The stand by generator for running the lifts, tube well and water pumps shall be provided by the Company without any extra cost but if common generator lines or any other power back up system is provided within the residential units, the same shall be charged extra at a rate intimated by the Company. The running costs of the power back-up system to the independent units shall be proportionally borne by the allottee/s over and above the general maintenance charges. The cost incurred in setting up of Electrical Sub Station/bulk supply of energy source shall be borne proportionately by the allottee him/their self and only after payment of that amount the allottee shall get NOC for independent electricity connection and for this electricity connection, the allottee will be liable to made the payment as per the Government norms.
- Stamp Duty and other incidental charges are to be paid directly to the competent authorities for registration and execution of sale deed.
- Cost, security deposits, connection and allied charges for installation of electric meter, water meter, sewage connection, telephone connection etc.
- 7. The terrace rights of all the blocks are reserved with the Company. No construction shall be permitted on the terrace to the allottee/s. However the Company shall have the rights to explore the terrace in case of any charge in the F.A.R., carry out construction of further independent units in the eventuality of such change in the F.A.R. The allottee/s hereby agrees the right of the Company to use the staircase and other facilities for the construction of the additional independent units.

C. MAINTENANCE

- The maintenance, upkeep, repairs, security, etc. of the building including the common lawns of the building/complex will be organized by the Company or its nominee. The Allottee agrees and consents to the said arrangement. The Allottee shall pay maintenance charges which shall be fixed by the company or its nominee from time to time depending upon the maintenance cost. The Buyer has to sign a Maintenance Agreement with the company or its nominee at the time of possession of the unit. In addition to the maintenance charges, there will be contribution to the Replacement Fund etc. Any delay in payments will result the allottee/s liable to interest@ 24% p.a. Non-payment of any of the charges within the time specified will also dis-entitle the allottee/s to the enjoyment of common services including electricity, use of lifts, club, water etc. The allottee consents to this arrangement whether the building is transferred to the Association of the flats buyers or other body corporate and shall continue till such time as the builder terminates the arrangement.
- 2. That the maintenance of the residential unit including all walls and partitions sewers, drains, pipes etc. shall be the exclusive responsibility of the Allottee(s) from the date of the possession. Further, the Allottee(s) will neither himself do not permit anything to be done which damages any part of the building, the staircase, shafts, common passages, adjacent unit/ etc. or violates the rules or bye-laws of the Local Authorities. The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the company may recover the expenditure incurred in rectification from the Allottee(s).

- As getting requisite license and other approvals from the Meerut development Authority so the Allottee(s) shall pay to M/S PROVIEW RISHABH INFRA PVT. LTD. or its nominee/agency as appointed such charges as may be determined for maintaining various serious services/facilities in the township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and any such services and cost towards administrative set up to run the services and purchase of equipment and cost towards administrative set up to run the services and depreciations thereof until the same are handed over to the Government or a local body for maintenance, in addition to the maintenance charges of the building and other charges. The Allottee(s) agrees to apy on demand taxes/Case of any kind whatsoever, whether levied now or in future on land and/or Flat (s) as the case may be, from the date of allotment of the Flat and so long as each Flat is not separately assessed or such taxes for the land and/or buildings(s), same shall be payable and be paid by the Allottee(s) in approportion to the area of his/her/their Flat(s). Such apportionment shall be made by the M/s Proview Rishabh Infra Pvt. Ltd. or any other its agency as appointed, as the case may be, and the same shall be conclusive, final and binding upon the Allottee(s).
- 4. All rates, house Tax/Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service Tax, Cesses, Levis, Sales Tax, Trade Tax, Metro Case, VAT ESI, PF and Taxes of all and any kind by whatever name called now or in future imposed by any Local Authorities, State Government, Central Government or Court as the case may be shall be payable and be paid by the Allottee(s).
- 5. It is made clear by the Company and agreed by Flat Allottee that the payment of External Development Charges that is included within total cost of the abovesaid flat is levied, by whatever name called or in whatever form and with all such conditions imposed, by the U.P. Government and/or any competent authority(ies) and if in future there is increase in External Development charges shall always be solely to the account of flat allottee to be borne and paid by all the Flat Allottee in proportion to the super area of their respective Flats to the total super area of all the Flats in all the building in the said complex. Further more if such charges are increased (including with retrospective effect) after the saie deed has been executed then such charges shall be treated as unpaid sale price of the said flat and the company shall have the first charge/lien on the said flat for recovery of such charges from Flat allottee.
- That the central green lawns and other common areas shall not be used for conducting personal
 functions such as marriages, birthday parties etc. If any common space is provided in any
 block/tower for organizing meetings and small functions, the same shall be used on cost sharing
 basis.
- That the Allotttee(s) will allow the maintenance teams to have full access to and through his unit for the periodic inspection, maintenance repair of the services conduits and the structure.

 The terrace rights of the block vests with the company. However the Allottee(s) shall have the right to approach the terrace for maintenance of water tanks, antenna etc.

D. POSSESSION

- 1. That the possession of the independent unit shall be offered to the allottee/s only after the execution of the sale deed of the unit duly registered in favour of the allottee's. The sale deed shall be executed only after the entire payments and other dues and charges in respect of the allotment are cleared by the allottee/s. Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).
- 2. That all charges, expenses, stamp duty, official fees etc. towards sale deed including documentation, will be borne by the allottee/s. If the Company incurs any expenditure towards the registration of the unit, the same will be reimbursed by the allottee/s to the company. In case the stamp duty or other charges payable by the allottee/s to the authority at the time of registration is discounted due to reasons of prior payment of some/all charges by the company, such discount availed by the allottee/s shall be reimbursed to the company prior to registration.
- 3. That for computation purposes, the units are being allotted on the basis of super area, which means and includes built-up covered of the unit plus proportionate share of area falling under corridors, stairs, passages, lobbies, projections and architectural features, lift wells and rooms, mumties, common lobbies and toilets, circulation and refuge areas, balconies, if any and other common spaces within the blocks of the complex. The built-up/covered area of the unit includes the entire carpet area of the unit, internal circulation area and proportionate area under internal and external walls and balconies.

The built up area shall be measured from the outer edge of the wall if it is not common and form the center of the walls if it is common. The method of calculation of the super area shall be binding upon all the parties.

Notwithstanding the fact that a portion of the common space been included for the purpose of calculating saleable/super area of the unit, it is reiterated and specifically made clear that it is only the covered area of the unit that has been agreed to be sold and to which the allottee/s will have exclusive right and the inclusion of the common areas in the computation does not give any title thereto as such to the Allottee(s).

- 4. That the final super area of the flats will be intimated after final physical measurement after construction. In case of variation in actual that is+3% in super area vis-a-vis booked super area, necessary adjustments in costs, plus or minus, will be made at the rate prevalent at the time of booking. Super area may vary without any change in the built-up area or dimensions of the flats.
- That the sizes given are tentative and can be modified due to technical and other reasons, e.g.
 change in position or design of the unit, number of the unit, its boundaries, dimensions or its
 area. The Company shall be liable only for cost adjustment arising out of super area variations.
- 6. That in case a particular unit is omitted due to change in the plan or the company is unable to hand over the same to the allottee/for any reason beyond its control, the company shall offer alternate unit of the same type and in the event of non-acceptability by the allottee/s or non-availability of the unit the company shall be responsible to refund only the actual amount received from the allottee/s till then with the prevailing rate of bank interest, however company will not be liable to pay any damages to the allottee/s whatsoever. In case any preferentially located unit ceases to be so located, the company shall be liable to refund the extra charges paid by the allottee/s for such preferential location without any damages or compensation. Further the layout plans shown in the literature is tentative and is subject to change without any objection from the allottee/s.
- 7. 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 with 45 days of the written offer of possession from the company failing which the Allottee(s) shall be liable to pay watch and ward charges @ 0.10% of the total cost of the flat per month. If the Allottee(s) fails to take over the possession within 3 months (after the expiry of 45 days as mentioned above) watch and ward charges @ 0.20% of the total cost of the flat will be recoverable. Further maintenance charges as covered by 11 months above shall become payable after the expiry of the said period of 45 days. In case of delay in possession of the unit within time (after expiery of buffer period also that is 6 month) to the Allottee(s) subject to force majeue and othe circumstances, the company shall pay to the Allottee(s) compensation@ Rs. 5/- per Sq. Ft. of the super area per month for the period of delay.
- That the Allottee(s) after taking possession of the unit, shall have no claim against the company
 in respect of any item of work in the unit, which may be said not to have been carried out or for
 non-compliance of any design, specification, building material or any other reason whatsoever.
 - However the Company shall be responsible for a period not exceeding 6 months from the date of offer of possession, if any deficiency is observed in the said unit and the same shall be rectified by the company. Further, if the deficiency is caused due to the fault of the allottee/s they shall not hold the Company responsible or liable for the same.
- That the allottee/s hereby agrees and undertakes that he/she/they shall after taking possession
 or receiving deemed possession of the said unit as the case may be, or at any time thereafter,
 have no objection to the Company constructing or continuing with the construction of other
 building (s) adjoining the unit sold to the allottee.

10. That the independent unit under consideration shall be sold as an independent unit with impartible and undivided share in the land area underneath the plot; as well as the passages, stairs and corridors, overheads and underground water tanks and other common facilities.

E. GENERAL TERMS AND CONDITIONS

- That the basis of calculating the proportionate charges payable by any Allottee(s) will be the proportion of the built up area of his unit to the total built up area of all units affected by that charge.
- That the address given in the application form shall be taken as final unless any subsequent change has been intimated under registered A.D. letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the Allottee (s).
- 3. That the Company shall have the right to raise finance from any Bank/ Financial Institution/ Body/ Corporate and for this purpose create equitable against the construction or the proposed built up area in favour of one or more financial institution and for such an act the allottee/s shall not have any objection and the consent of the Allottee(s) shall be deemed to have been granted for creation of such charge during the construction of the complex. Notwithstanding the foregoing, the Company shall ensure to have any such charge, if created, vacated on completion of the complex and, in such a case, before the transfer/conveyance of the title of the unit to the Allottee(s).
- That the Allottee(s) agrees furnish his/her Permanent Account Number (PAN) or Form No.: 60, as the case may be within 30 days from the date of execution of this allotment letter, if not furnished earlier.
- That the allottee/s may undertake minor internal alterations in his unit with the prior written approval from the Company. The Allottee (s) shall not be allowed to effect any of the following changes/alterations;
- (i) Changes which may cause damage to the structure to the structure (Columns, beams, slabs etc) of the block or the unit or to any part of adjacent unit. In case damage is caused to an adjacent unit or common area, the allottee/s will get the same repaired at his/her own cost and expense.
- (ii) Changes that may after the façade or common areas of the building e.g. changes in the windows, tampering with the external treatment, changing of wardrobe position, changing the paint color of the balconies and external walls, putting grills on door and windows, covering of balconies and terraces with the permanent structures, hanging or paintings of signboards etc. In the interest of complex aesthetics, unauthorized display boards will be removed at the expense of the allottee/s.

- (iii) Making encroachments on the common spaces in the building.
- 6. That in case of transfer of allotment/ ownership of unit, a transfer fees of Rs. 100 per sq. ft. shall be payable by the Allottee (s) to the Company. Transfer of the rights as allottee for the said apartment herein, will be at the discretion of the company and will need its prior written approval from the Company. Administrative charges as prescribed by the Company from time to time will be paid by the allottee before the transfer. Any change in the name of allottee (including addition/deletion) as registered/ recorded with the Company, will be deemed as transfer for this purpose. The administrator charges for transfer of rights herein amongst family members (husband, wife and own children and real brother/sister) will be 50% of the normal administrative charges for every transfer.

Note:

- The prevailing administrative charges are Rs. 10 per sq. ft. at present and it may vary from time to time. Any changes can be made without any prior intimation.
- First transfer would be allowed only after the receiving of 50% payment of the total cost of flat.
- 7. That the development of the premises is subject to force-majeure clause, which includes delay for any reason beyond control of the Company like non-availability of building material due to market conditions, ware or enemy action or natural calamities or any act of God. In case of delay in possession as a result of any notice, order, rule, notification of the government/court of law/public/ competent authority or any other reason beyond the control for the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable costs including those material mentioned in the specification sheet, the company will be entitled to use alternative/ substitute material without any claim from the Allottee (s).
- 8. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance loan for the construction of the above complex form the Banks/Financial Institutions after mortgaging the land Flats of the said complex, however, the sale deed in respect of the said Flat in favour of allottee (s) will be executed & registered free from all encumbrances at the time of registration of the same.
- 9. Until a sale deed is executed & registered, the company shall continue to be the owner of the Flat and also the construction thereon and this allotment shall not give to the allottee(s) any rights or title or interest therein even though all payment have been received by the Company. The Company shall have the first lien and charge on the Flat for all its dues that may/ become due and payable by the Allottee (s) to the Company.
- That in case of Non Resident Buyers, the observes of the provisions of the Foreign & Management Act, 1999 and nay other law as may be prevailing shall be responsibility of the Allottee (s).

- 11. That the allotee/s has Fully satisfied himself about the interest and title of the company in the said land on which the unit as a part of group housing project is being constructed and has understood all limitations and obligations in respect thereof and there will be no more investigation or objection by the Allottee(s) in this respect.
- That in Case of Joint Allottee(s), the company may, at its discretion, without any claim from any person deem correspondence with any one of the joint Allottee(s) sufficient for its record.
- 13. That for all intents and purposes, singular includes plural and masculine includes feminine.
- That all the disputes or disagreements arising out of in connection with or in relation to this
 allotment shall be mutually discussed and settled between the parties.
- 15. That all disputes or disagreements arising out of or in connection with or in relation to this allotment which cannot be amicably settled, shall be finally decided by arbitration and the sole arbitrator in such a case shall be appointed by the company under the provisions of the Indian arbitration and Conciliation Act, 1996 or any amendment thereof shall be applicable.
- 16. Until a Sale Deed is executed & registered, the company shall continue to be owner of the said flat and this allotment shall not give to the Allotee(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 Flat for all its Dues.
- 17. Allotee(s) Has gone through the contents of the sale deed in favor of the company is respect of the said land and Allotee(s) has fully satisfied himself about the interest and the title of the Company in the said land on which the unit as a part of group Housing is being Constructed and has understood all limitations and obligations is respect thereof and there will be no objection by the allottee(s) in the respect.
- That in case of any dispute between the Co- Allottee(s), the decision form the competent court shall be honored by the company.
- That the high court of Allahabad and the courts subordinate to it at Ghaziabad alone shall have jurisdiction in all matters arising out or in connection with the Allotment.

Dated :

Place : Meerut

For PROVIEW RISHABH INFRA, PVT. LTD.

I/We hereby accept the allotment on the terms and conditions mentioned herein above.

Company

(Signature of the Allottee/s)

WITNESSES :

1.

2._____

ENDORSEMENT

I/We hereby assign all the	I/We hereby assign all the
Rights and liabilities under	rights and liabilities under
This agreement in favour of	this agreement assigned in
	My/ourfavourby:
12	
9	-10
(-12
Assignor	Assignee
	The above transfer/assignment is hereby confirmed
gen memoraphy of example	For PROVIEW RISHABH INFRA, PVT. LTD.
Dated	Authorised Signatory

ENDORSEMENT

I/We hereby assig Rights and liabilit This agreement in	ies under	I/We hereby assign all the rights and liabilities under this agreement assigned in My/our favour by:
Assignor		Assignee
		For PROVIEW RISHABH INFRA. PVT. LTD.
Dated		Authorised Signatory