

ALLOTMENT CUM AGREEMENT LETTER

First Applicant
MS.

Second Applicant

Dated:

Sub: Allotment cum Agreement of Residential Apartment in the Group Housing Complex known as 'PARK AVENUE' in Block GC-2 in Township "Gaur City" at Plot No.GH-01 in Sector-4, Greater Noida (U. P.)

Dear Sir/Madam,

This has reference to your application dated 04-11-2017 for the allotment of residential apartment in the Group Housing Complex known as '**PARK AVENUE**' to be constructed in PLOT NO.GC-2 in township "Gaur City" at Plot No.GH-01, Sector-4, Greater Noida (U.P.) (hereinafter referred to as said 'Complex'). In response to your application we, **M/S A.I.G.INFRATECH INDIA PRIVATE LIMITED**, a Company registered under the Companies Act, 1956 having its Registered Office at 1/9967,Shop No.1,Gali No.3,West Gorakh Park,Shahdara,Delhi-110032, (hereinafter referred to as the '**Builder**' which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you a residential **Apartment No. B-1804** on 17TH **Floor** in **B Block (TULIP-III)** Leasable Area **100.33 sq. meters (1080 sq. ft.)**, approximately as per specifications attached herewith (annexure-I), in the Group Housing Complex '**PARK AVENUE**' for a basic cost of **Rs. 31,32,000/- (Rupees Thirty One Lac Thirty Two Thousand Only)** as per Payment Plans **B** mentioned hereinafter.

BUILDER

ALLOTTEES

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WHEREAS land for the aforesaid Group Housing measuring 20000 sq.meters (hereinafter called as plot) has been purchased by the **Builder** M/s A.I.G .Infratech (India) Private Limited from Greater Noida Industrial Development Authority (GNIDA) a body corporate under the U.P. Industrial Development Area Act,1976(hereinafter referred to as the AUTHORITY/ Lessor), and M/s Gaursons Hi-tech Infrastructure Private Limited(hereinafter referred to as the Developers/Lessee) on Sub leasehold basis for development of plot No. GC-2,Gaur City , GH-01 ,Sector4, Greater Noida (U.P.)vide sub lease deed, which was duly registered vide Document No.20012 In book no.1 Volume no.7254 at page Nos.239-266 on 11/08/2010 in the office of Sub Registrar, Gautam Budh Nagar(U.P.). AND Whereas the aforesaid Lessee M/s Gaursons Hi-tech Infrastructure Private Limited has purchased this land on lease hold basis under the scheme code RTS 01/2010(1) for development of township vide lease deed duly registered vide document no. 8016 in book no.1, volume no. 6110, at page nos.371-400 on 05/05/2010 in the office of Sub Registrar, Gautam Budh Nagar(U.P.).

And whereas the Builder has taken over the physical possession of aforesaid Plot from the “Developers” on 11/08/2010.

And whereas as per Township norms, the land will be used as per terms and conditions for allotment of Group housing Sub lease deed.

AND WHEREAS the builder offered to sell residential apartments of different sizes and dimensions in the proposed Group Housing Complex under the name and style of “**PARK AVENUE**” (hereinafter called as complex).

AND WHEREAS the intending allottee(s) has/have seen all the documents of titles and other relevant papers/documents etc. pertaining to the aforesaid plot and is/are fully satisfied about the title and rights of the said **Builder** in respect of the aforesaid complex. The **Builder** has right to develop and construct the apartments in the said complex and also has right to allot different apartments in the said Complex.

And whereas the intending allottee(s) has/have also agreed to abide by all the rules, regulations terms and conditions, bye-laws of the GNIDA as well as of the Government orders/Notifications/GNIDA Policies issued from time to time.

AND WHEREAS saving and excepting the particular Apartment allotted, the intending allottee(s) shall have no claim or right of any nature or kind whatsoever in respect of unsold apartments, open spaces, parking places, lobbies, staircases, lifts, terraces, roofs, spaces for commercial/recreational facilities, club, parks, party hall, school, basements, swimming pool with changing rooms, guest house, parking spaces {excepting what has been allotted by an agreement to intending allottee(s)} or tot-lots, space for public amenities, shopping centers, or any other space not allotted to him/her/them, which shall all remain the property of the **Builder** for all times unless the **Builder** decides to dispose them off but subject to right of the intending allottee(s) as mentioned hereinafter and the builder can lease out the vacant apartment(s) or the complete block of the apartments as a whole or in part to one or more person(s)/Company(ies)/institution(s)/whatsoever for short term or long term.

BUILDERS

ALLOTTEE(S)

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AND WHEREAS as per the Layout Plan it is envisaged that the apartments on all the floors shall be sold as an independent apartment with impartable and undivided share in the land area underneath the Plot. The intending allottee(s) shall not be permitted to construct anything on the terrace. However, the **Builder** shall have the right to explore the terrace in case of any change in the F.A.R. carry out construction of further apartments in the eventuality of such change in the F.A.R. However, if as a result thereof, there are any change(s) in the boundaries or areas of the said apartment, the same shall be valid and binding on the allottee(s).

AND WHEREAS all the dimensions, shown in the layout plan of apartments, maps or any other documents has been calculated on brick wall to brick wall basis (not from RCC Column and beam).

AND WHEREAS the allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agreed that the **Builder** may make such changes, modifications, alterations and additions therein, as may be deemed necessary or may be required to be done by the **Builder**, the Government/GNIDA or any other Local Authority or Body having jurisdiction.

AND WHEREAS after fully satisfying himself/herself/themselves the allottee(s) agreed to acquire from the **Builder** a residential **Apartment No. B-1804 on 17TH Floor in B Block (TULIP-III) Leasable Area 100.33 sq. meters (1080 sq. ft.)**, approximately in the aforesaid Complex. AND WHEREAS the **Builder** has allotted the aforesaid Apartment in the said Complex to the allottee(s).). Attached unit plan (annexure-II).

AND WHEREAS the lease consideration is for the total area of the said Apartment, as mentioned hereinabove properly known as “**Leasable Area**”, Comprises the covered areas, areas under walls, full area of galleries and other projections/balconies, whatsoever together with proportionate interest in the common areas and facilities such as area under staircase, lifts, entrances and the exits of the building, water supply arrangements and installation such as power, light, sewerage etc. and including all rights attached to the said apartment. However, it is admitted, acknowledged and so recorded by and between the parties that all other rights excepting what have been mentioned above including easement rights and to carry out further construction in case of any change in the F.A.R. density, open spaces, lobbies, staircases, lifts, terraces, roofs, spaces for commercial/ recreational facilities, club, parks, party hall, school, basements, swimming pool with changing rooms, guest house, parking places (excepting what has been allotted by this agreement to allottees) or tot-lots, space for public amenities, shopping centers and other facilities and amenities will be sole ownership of the **Builder**, who will have the authority to charge membership for such facilities and dispose off the other assets, whatever stated above.

And whereas the allottee(s) shall after possession comply with all mandatory requirements and compliances as the Ministry of Environment & Forest (GOI) norms, U.P.Pollution Control Board/ Water Commission/any other rules and regulations laid down by state of U.P. or any other competent authority.

BUILDER

ALLOTTEE(S)

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- (2)
- a. That the allottee(s) has/have agreed to pay each installment of the chosen payment plan (Down Payment Plan/Flexi Payment Plan/Installment Payment Plan) and “other charges” (excluding car parking charges) along with service Tax as assessed and attributed by the Government of India.
 - b. That the installments in respect of payment of apartment will be due at the intervals, as per aforesaid payment plan and opted in the application form, the payment of due installment first of all shall be adjusted towards the interest due thereafter the remaining amount shall be adjusted in the principal amount dues. In case payment is not received within stipulated period specified in payment plan or even in case of breach of any of the terms and conditions of allotment by the allottee(s), the allotment will be cancelled and 10% of the basic price of the apartment will be forfeited and balance amount , if any, will be refunded without any interest.
 - c. That the schedule of payment/installment is duly explained to the intending allottee(s) and is also mentioned herein the allotment letter. The payment on time shall be the responsibility of the intending allottee(s)/allottee(s), any separate demand letter for the installment falling due is not required to send by the company and that shall not be claimed as a right by the intending allottee(s)/allottee(s) or a duty/obligations towards the company.
 - d. That in exceptional circumstances, the Builder may in its sole discretion condone the delay in payment by charging interest @ 18% p.a.. In the event of the Builder waiving the right of forfeiture and accepting the payment on that account, no right whatsoever would accrue to any other defaulter allottee(s).
- (3) The drawings displayed in the Site Office/Corporate Office of the Builder of Park Avenue showing the Building/Apartment are provisional and tentative and are subject to change at the instance of sanctioning authorities or the Builder and change can be made during the course of construction without any objection or claim from the alloottee(s). The building will be good specifications.

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- (4) The That any alternation / modification as the company deem fit or as directed by any competent authority(ies) resulting ± 1 % change in the super built-up area of the apartment there will be no extra charge/ claim by the company also the allottee(s) shall not be entitled for any refund, However any major alternation/ modification resulting in more than ± 1 % in super built-up area of the apartment, any time prior to and upon the possession of the apartment the company will intimate to the allottee (s) in writing about the changes thereof and the change in the enhanced cost of apartment. The allottee (s) have to pay that amount to the company. The allottee(s) have to give his /her /their consent or objection within 30 days from date of such notice, In case the allottee(s) doesn't give consent and objects for such change the allotment shall be cancelled and the company will refund the entire money received from the allottee (s) without any deduction and with interest @ 12 % interest per annum. No other claim of the allottee (s) shall be considered in this regard. **It shall always be clear that any alteration / modification resulting in more than ± 1 % change in the super built –up area of the apartment then the demand or refund shall be applicable for the entire area eg, : for a ± 2 % change the demand or refund shall be applicable for the total 2 % area.**
- (5) The intending allottee(s) consents that the Builder can make any type of change in layout/elevation/design/alteration in open spaces, green area or the parking spaces etc. as and when required and deem fit by the Builder
- (6) If for any reason whether within or outside our control, the whole or part of the scheme is abandoned, no claim will be preferred except that your money will be refunded in full without interest.
- (7) The construction of the Complex is likely to be completed as early as possible, subject however, to force majeure circumstances, regular and timely payment by the allottee(s), availability of building material etc change of laws by Government/Local authorities etc. No claim by way of damage, compensation shall lie against the Builder in case of delay in handing over the possession on account of the aforesaid reasons or any other reasons beyond the control of the Builder. The possession of completed apartment will be handed over within six month from the date of booking.
Note: any request for any change in construction of any type in the apartment from the allottee(s) will not entertained.
- (8) That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the company. The date of applying the completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate only.

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ALLOTTEE(S)

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- (9) Since it is large project having number of buildings, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all phases. As such the allottee(s) must take the possession of apartment as soon as it is made available for possession.
- (10) That a written intimation for completion of project will be sent to the allottee(s) and a "Fit-out-Period" of one quarter (three months) will commence from date of offer for possession. The said "Fit-out-Period" is in order to facilitate the allottee(s) to communicate exact date by which he/she/they will be taking physical possession of the apartment after complying with necessary formalities viz obtaining NOC from the Accounts Department of Company, registration of sub lease deed etc. The installation of sanitary-ware, wash basin, kitchen sink, hardware accessories, final touch of paint etc. will be done during said "Fit-out-Period" only, which will take around 20 to 25 days for an individual apartment and allottee(s) may get these final installation done in his/her/there own presence, if desired.
- (11) That if there is delay in handing over possession of apartment after expiry of "fit-out-period" due to any other reason(s), the Builder will pay the Allottee(s) delayed possession charges @ 5/- per sq.ft. per month in respect of Leasable area of the apartment for delayed period only (commencing from the date of expiry of "Fit-out-period") provided that all due installments from the concerned allottee(s) were received in time and he/she/they has/have complied with requisite formalities viz. obtaining NOC from the Accounts Department of the Company, registration of sub lease deed etc.
- (12) That in case allottee(s) fails to take possession of apartment within "Fit-out-Period" he/she/they will be charged penalty @ Rs.100/- per day for delayed first month and @ Rs.200/- per day for delayed second month from the date of expiry of "Fit-Out-Period".
- (13) That in case of allottee(s) fails to take possession of apartment even after delay of two months from the date of expiry of "Fit-out-Period", the Booking of apartment shall be treated as cancelled, without any further notice and the amount received shall be refunded without any interest after forfeiting amount equivalent to 10% cost of apartment as per Company's terms and conditions.
- (14) That after taking possession of apartment allottee(s) shall have no claim against Builder as regards quality of work, material, pending installation, area of apartment or any other ground whatsoever.
- (15) That all the taxes such as House Tax, Water Tax, Sewerage Tax, Electricity charges or any other taxes or charges shall be payable by the allottee(s) from the date hereof or date of possession or deemed dated of possession declared by the Builder, whichever is earlier.
- (16) That the allottee(s) can also avail Power back-up facility as opted by him/her/them in this application. The allottee(s) may kindly ensure to have given his/her/their consent in writing at the time of application, as no request for power back-up facility shall be entertained later on. The per unit charges of the power back-up (i.e. running of DG Set) shall be subject to the prevailing rates of fuel at the time of possession.

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- (17) That the Builder shall get single point electric connection for the Complex from the Paschimanchal Vidyut Vitran Nigam Limited or any other concerned Authority and will be distributed through separate meters to the allottee(s) through prepaid systems. The allottee(s) will get the electric connection for the capacity, as opted by him/her/them at the time of booking(minimum 3 KVA) or as directed by concerned authority. All expenses towards installation of electric meter and other connected charges will be borne by the intending allottee(s).
- (18) That the allottee(s) has been allotted **One Basement Covered car parking back to back** as per option given by him/her/ them in application form. The cars will be parked within the same parking spaces allotted to the allottee(s) . A separate Agreement for allotment of the car parking will be executed between the Builder and the allottee(s) at the time of possession. One car parking subject to availability is mandatory. No car/vehicle parking is allowed inside the complex except those, who have reserved the car parking space. The builder also reserves its right to allot the un-allotted parking spaces in future, after handing over maintenance of said complex to Residents Welfare Association (RWA) of owners/occupiers of the apartments. The RWA or the owners/allottees/occupiers of the apartments shall not have any right over the un-allotted parking spaces.
- (19) That the allottee(s) has/have to pay monthly Maintenance Charges @ Rs.2.00 per sq. ft. to the Maintenance Body of Park Avenue Nominated by the Builder, 15% of which will be for city level maintenance services payable to Builder/Nominee of the Builder for facility management of the Township.
- (20) That the allottee(s) will pay non refundable Interest Free Maintenance Security (IFMS) deposit @ Rs.25/- per sq.ft. to the Builder, Out of this Rs.25/- per sq. ft. 75% i.e. Rs.18.75 per sq.ft. will be kept/used/transferred to the maintenance agency/body of the Complex which will maintain the common services of the Group Housing Complex and balance 25% i.e.Rs.6.25 per sq.ft. will be kept/used/transferred to the city level maintenance agency/body which will maintain the common services of the township i.e.Gaur City.
- (21) That the rate for Electricity and Power Backup consumption charges and Fixed Charges (payable in case of minimum/non-usage of electricity and power back-up) payable by the allottee(s) to the Builder, will be decided by the Builder.
- (22) That the 75% of the Interest Free Security Deposit given by the allottee(s) to the Builder or nominee of the Builder is refundable to the allottee(s)/Resident Welfare Association (RWA) at the time of termination of the "Maintenance Agreement" or transfer of maintenance to the RWA of the Complex. At the time of handing over of maintenance of the Project/Complex the charge over the following will be handed over to the RWA

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- (23) At the time of handing over of maintenance of the Complex the following will also be handed over to the RWA:-
- (a) All existing lifts, corridors, passages, parks underground & overhead water tanks, Fire fighting equipment with motors and motor room.
 - (b) Single point distribution system with all liabilities.
 - (c) Security Gates with intercom, lift rooms at terrace without terrace right.
- Note:** Open spaces, lobbies, staircases, lifts, terraces, roofs , spaces for commercial/recreational facilities, club, parks, party hall, school, basements, swimming pool with changing rooms, guest house, parking spaces {excepting what has been allotted by an agreement to Intending allottee(s)} or tot-lots, spaces for public amenities, shopping centres or any other space will remain the property of the Builder.
- (24) That the Maintenance charges, power Back-up charges, fixed charges for electricity and power backup, city level maintenance charges will be deducted through prepaid electric meter system.
- (25) Further, if there is any Service Tax, Trade Tax and any additional levies, Rates, Taxes, Charges, Compensation to the farmers, Cess and Fees etc. as assessed and attributable to the Builder as consequence of order from the Government/GNIDA/Staturory or other local authority(s), shall pay the same allottee(s) will be liable to pay his/her/their proportionate share.
- (26) That there would be no price escalation for the booked apartments.
- (27) It is hereby agreed, understood and declared by and between the parties that a Sub Lease Deed shall be executed and registered in favour of the allottee(s) after the apartment has been finally constructed at the site, after receipt of total sale consideration and other charges , if any, agreed hereinabove by the Builder. The other connected expenses i.e. cost of stamp duty for registration of Sub Lease-deed/Registry, registration charges/fee, miscellaneous expenses and Advocate's legal fee/charges shall be borne and paid by the allottee(s). The allottee(s) will be responsible and liable for paying under stamp duty, deficiency in stamps and valuation of the apartment for the stamp duty. In future, in case of demand of any lease rent for common area by the Authority/Local Bodies/State Government of U.P., the allottee(s) will be liable to make payment of such demand on pro-rata basis.
- (28) It is hereby further agreed, understood and declared by and between the parties that the Builder may take construction finance/demand loan for the construction of the above complex from the Banks/Financial Institutions after mortgaging the land/apartment in the said project/Complex. However, the Sub Lease deed in respect of apartment in favour of intending allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.

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- (29) (a) That the allottee(s) is aware that various apartment are being allotted to various persons under uniform terms and conditions. The allottee(s) agrees that he will use the said apartment for residential purpose and shall not use the aforesaid apartment for any other purpose which may or likely to cause nuisance to allottee(s) of other apartments in this complex, to crowd the or likely to use it any illegal or immoral purpose.
- (b) That the Apartment shall be used for activities as are permissible under the law.
- (c) The allottee(s) consent that for repairing any damages in the toilets/bathrooms/ any other part of the other apartment/shop caused due to his/her/their negligence or willful act. The allottee(s) will be responsible for any damage to any equipment in the complex e.g. lift, fire fighting equipment, motor panels, water pumps or any other item if it occurs due to his/her/their malfunctioning or willful act.
- (30) That any type of encroachment/construction in the entire Complex including roads, lobbies, roof etc. will not be allowed to the apartment owner/association of the Apartment owners.
- (31) That the allottee(s) consents that he/she/they will have to allow sweepers/maintenances staff to enter in his/her/their apartment/duct etc. for cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her/their Apartment or any other apartment.
- (32) That the allottee(s) shall abide by all laws, rules and regulations of the GNIDA/Local Bodies/ state Govt. of U.P. and of the proposed Body Corporate, Association of the Buyers (as and when formed till then as prescribed by the Builder) and shall be responsible for all deviations, violations or breach of any of the conditions of law/bye laws or rules and regulations after the completion of the complex. The apartment shall be used for the purpose for which it is allotted.
- (33) That the Builder covenants with the allottee(s) that he/she/they shall peacefully hold and enjoy the said apartment without any interruption by the Builder or by any person claiming under the Builder. The allottee(s) shall have right to sell or rent the apartment after taking possession of the apartment.
- (34) The contents of each apartment along with the connected structural part of the Building shall be insured by the Allottee(s) at his/her/their own cost against the fire, earthquake etc. The Builder after handing over the possession of a particular apartment shall in no way be responsible for safety, stability etc. of the structure. The allottee(s) will pay all charges towards insurance either by him/her/them individually or through society collectively, if so formed for the maintenance of building.

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- (35) That until a sub lease deed is executed & registered, the Builder shall continue to be the owner of the apartment and also the construction there on and this allotment shall not give to the allottee(s) any right or title or interest therein even though all payments have been received by the Builder. The Builder shall have the first lien and charge on the apartment for all its dues that may/become due and payable by the intending allottee(s) to the Builder. It is further clarified that the Builder is not constructing any apartment as the contractor of the allottee(s), but on the other hand the Builder is constructing the complex as its own and the sale will be affected after the actual construction/finishing of the apartment by the execution of sub lease deed.
- (36) That the allottee(s) agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said apartment, as the case may be or at any time thereafter, have no objection to the Builder constructing or continuing with the construction of the remaining structure in the complex or other building adjoining the apartment sold to the allottees(s).
- (37) That the Carbon Credit Benefit arisen, if any, in the township can be redeemed by the Builder.
- (38) That in case of NRI allottee(s) the observance of the provision of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be responsibility of the allottee(s).
- (39) That The allottee(s) shall Check his/her/their complete address registered with the **Builder** at the time of booking and it shall be his/her/their responsibility to inform the **Builder** by Registered A/D letter or Courier about subsequent change(s), if any, in his/her/their address failing which all demand letters/notices and letters posted at the first Registered Address will be deemed to have been received by him/her/them at the time when those should primarily reach such address and the allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
- (40) In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said Apartment, the same shall be referred to the sole arbitration of a person to be appointed by the **Builder**, the allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator will be final and binding on all the parties. The arbitration proceedings shall always be held in the city of Ghaziabad (U. P.), India. The Arbitration and Conciliation Act, 1996 or any statutory amendment(s)/modification(s) shall govern the arbitration proceedings thereof for the time being in force. The High Court of Allahabad and the Courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.

Yours faithfully,

For AIG INFRATECH INDIA PVT. LIMITED

**I/We hereby accept the said on
the terms & condition mentioned
hereinabove**

Authorized Signatory

Signature of the Allottee(s)