

URBTECH TRADE CENTRE

Sector-132, Expressway. Noida

ALLOTMENT LETTER

NAME _____

UNIT NO. _____ FLOOR _____ TOWER _____

CARPET AREA _____ SQ. FT. _____

(.....)
. Company

(.....)
Allottee(s)

ALLOTMENT LETTER FOR THE SHOP (IT/ITES) Office Space
IN PROJECT "UTC"

To,

Dated: _____

1.

2.

Subject : Allotment Letter for Shop, (IT/ITES) Office Space in the Business Hub "UTC"

Dear Sir / Madam,

This has reference to your Application submitted to M/s. UTC SOFTECH PVT. LTD. (Previously known as Suntar Properties Pvt. Limited) (here in after referred to as "**The Company**") for allotment of unit(s) space(s)/ shop(s)/area(s) etc. in the 'Business Hub' named as "UTC" (here in after referred to as said "**Project**") proposed to be constructed on a plot of land measuring approx. 20116 sq. Mtrs. (More or less at site) situated at Plot No. 35, Block-B, Sec.-132, Noida (here in after referred to as ("**the said plot**") a company within the meaning of Company Act 1956 having its registered office at F-1098 Basement, Chitranjan Park, New Delhi – 110017 we are pleased to informed you that the unit booked by you under the aforementioned Application is hereby allotted to you, subject to the terms and conditions mentioned hereinafter.

1SQ.MTR = 10.764 SQ.FT

Super area of the unit sq.ft . (..... sq. mtr) approx. Carpet area.....sq.ft (.....sq. mtr) approx in the proposed IT/ITES Project Known as "URBTECH TRADE CENTER" (under the RERA registration no UPRERAPRJ6886) situated at Plot No-35 Block sec-132 Noida (w) for total unit value of Rs...../- (Rupees.....) + taxes & Levies as assessed and attributed by the Government of India, payable as per Payment Plan mentioned hereinafter .

1. That the allottee(s) confirms that he had/has seen and understood the plans, designs and specifications of the said unit(s) / space(s) / shop(s) / area(s) etc. and the Project which are tentative and agrees to the

(.....)
. Company

(.....)
Allottee(s)

Same. Under normal circumstances any change in the location and area of the unit(s) / space(s)/ shop(s) / area(s) etc. here in provisionally allotted will be altered or minimized and all efforts will be made to adhere to the particular space allotted. However, if on account of any Governmental actions or for any reasons within or beyond the control of the Company, any change in the location or area of the area of the unit(s) / shop(s) / area(s) etc. or re-locate the unit(s) / space(s) / shop(s) / area(s) etc. to any other space within the said Project. The Allottee further agrees that the Company may make such variations, additions, alterations etc. there in as it may in its sole discretion consider proper for the said Project or as may be required by the said Authority or any other authority. Govt. agencies or the Architect.

2. That the allottee(s) have paid an amount of **Rs.** _____ /- through Cheque / Draft/Pay order to the Company, remaining amount(s) what so ever & other charges which are fixed or to be fixed by Company shall be payable as per payment plan preferred by the allottee (Attached here with as Annexure).
3. That on clearance of all dues and remaining consideration(s) / applicable charges, by the allottee, the Company shall get the lease hold right's transferred in favour of the allottee or its nominees as per the provisions / terms & condition of lease deed dated 10.05.2005 and subsequent registered transfer deed dated 06.06.2013.
4. That maintenance, upkeep, repairs, lighting, security etc. of the Project including, recreation and waiting areas, other common areas, parking spaces etc. of the Project will be organized by the Company or its nominated Maintenance Agency. The allottee agrees and consents to the said arrangements. The allottee 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. The allottee will be liable to pay interest at the rate of 18% per annum for non-payment of any of the charges within the time specified failing which it shall also disentitle the allottee to the enjoyment of common services including lifts, electricity, water etc. To keep the Project lively, and action packed, the Company shall endeavor to make optimum use of common areas including the atrium by organizing promotions / displays / events / exhibitions, putting up stalls / kiosks etc. in the said common areas & atrium to which the allottee hereby agrees and consents. However, the Company shall not burden the allottee with any cost and expenses in this regard and shall manage such activities out of the revenue generated from such activities.
5. That if the Company assigns any other agency / Institution / company for maintenance of building Premises. In such a condition the allottee shall pay maintenance charges to that agency / Institution / Company, and a separate agreement will be entered into between the allottee and the said agency. The allottee here by agrees to the same.
6. That the Allottee shall not demolish / alter any part of unit(s) / space(s) shop(s) neither build nor Construct any permanent partition and shall keep the unit(s)/space(s) / area(s) neat, clean and well Maintained.
7. That Allottee shall not sublet the said unit(s) / space(s) / shop(s) without prior permission of the Company.
8. That the Allottee shall not make any division(s) in any manner of the said provisionally allotted unit(s) / space(s) / shop(s) / area(s) and / or transfer any part thereof.
9. That the Allottee shall use the unit(s) / space(s) / shop(s) / area(s) in accordance with terms & condition of NOIDA'S registered lease deed dated 10.05.2005 subsequent Transfer Deed dated 06.0.62013 and will not engage in any illegal activity / public Nuisance etc.

(.....)
Company

(.....)
Allottee(s)

10. That the Allottee shall take necessary N.O.C. / approvals whenever required from concern department / authority in accordance with terms & conditions of lease deed registered dated 10.05.2005 subsequent Transfer Deed dated 06.06.2013 of NOIDA. The Allottee shall strictly follow the terms & conditions, rules & regulation of U.P. Industrial development act. 1976, company rule & regulations of U.P. state Government, Central Government & any other law imposed by any government, semi government institution etc. The Allottee shall follow the rule & regulation, terms & condition of U.P. resident Act. 1974, Environment (Protection) Act. 1981, National Building code 1983, Income Tax Act 1961 etc.

11. That the allottee, if residing outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under 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 fulfill its obligations under this Allotment Letter. The Allottee 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 as amended from time to time and other applicable laws. The Company shall accept no responsibility in this regard.

12. That the allottee shall pay all / any taxes, charges etc. to Noida authority, state Government, Government's authorized Institution which may be due from time to time as per law..

13. That the allottee shall pay the cost unit according to the prescribed schedule. In case allottee fails to pay the same in time, the allottee shall pay interest at the rate of 18% per annum on delay up to one month from the due date. In case of further delay interest @ 24% per annum shall be applicable on the delayed payments / outstanding's. The Company reserves the right to cancel the allotment on its sole discretion on continuous delay in payment of outstanding by the allottee.

14. a) That the allottee shall get its 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 allotment of said unit(s) /space(s) / shop(s) etc. shall be deemed to be the registered address of the allottee unit the same is changed in the manner aforesaid.

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

- c) That all letters, receipts, and / or notices issued by the Company or its nominee and dispatched Under Certificate of Posting / Regd. AD / Speed Post / Courier Service to the last registered address known to it of the allottee shall be sufficient proof of receipt of the same by the allottee and shall fully and effectually discharge the allottee / its nominee.

15. That the company shall complete the construction of the said Unit / Project within 24 months from the date of signing of this Allotment Letter by the allottee, within an extended period of six months, subject to force majeure conditions as mentioned in Clause (b) here under and subject to various Unit allottee(s) making timely payment and 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.

(.....)
 . Company

(.....)
 Allottee(s)

- b) That the company shall not be held responsible or liable for not performing any of its obligations of undertakings provided for in this Allotment Letter if such performance is prevented, delayed or hindered by act of God, fire, flood, earthquake, 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 delivery of possession of the said Unit to the allottee if the delay is caused due to carrying out any alteration(s) / additional work demanded (on account of payment) by the allottee in the said Unit at any point of time during construction of the said Unit.
16. That if there is delay in handing over the possession of IT/ITES Offices/Unit beyond 6 months from the proposed dated of possession due to any reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @ Rs.5/- per sq. ft. per month for the Total area of the shop/Institutional space for the delayed period (commencing after 6 months from the proposed date of possession), provided that all due installments from the concerned allottee(s) were received in time as per time schedule vice-versa. If the intending allottee(s) fails to take possession, the penalty of Rs. 100/-per day for the units having super area upto 500sq.ft. or Rs. 200/- per day for the units having area above 500 sq.ft. will be charged for the delay of first month and Rs. 200/- per day for the units having super area upto 500 sq.ft. or Rs. 400/- per day for the units having area above 500 sq.ft will be charged for the delay of second month from the allottee(s) from the date of expiry of fit out period. This holding/waiting period shall have a limit of maximum two months thereafter the said allotment may be treated as cancelled and no other claim except for refund of amount without any interest and as per the terms & conditions of the company shall be entitled and entertained this clause shall be a distinct charge not related to but in addition to maintenance or any other charges as provided in this Allotment Letter.
17. That a written intimation for completion of IT/ITES Offices/Unit will be sent to the allottee(s) and a Fit-Out-Period of Six Months will commence from the date of "Offer for Possession" . The said "Fit out Period" is in order to facilitate the allottee(s) to comply with the requisite formality viz obtaining NOC from the accounts department of the company, registration of sub lease deed etc. The final touches if any will be done during sa id Fit out period and after the registration of sub lease deed of the IT/ITES Offices/Unit only. After the registration of sub-lease deed,the allottee(s) shall be considered as the sub lessee of the IT/ITES Offices/Unit. The final touch will take 20 to 30 days for an individual IT/ITES Offices/Unit.
18. The final touch to the IT/ITES Offices/Unit shall be given after the registration of sub lease deed and the consent of the allottee(s) shall be presumed that the keys of the IT/ITES Offices/Unit were given for the final touch. The allottee(s) have to take over the physical possession and keys back after completing the job of final touch and on the date which was confirmed to the allottee(s) . In case the allottee(s) delays in taking over the physical possession and keys back after the confirmed date, then company shall not be responsible for doing any job again in regards to the final touch. The monthly maintenance charges shall be payable by the allottee(s) from the date of possession of the IT/ITES Offices/Unit is offered to the Allottee(s) even when the physical possession and keys of the IT/ITES Offices/Unit are not been taken back by the Allottee(s).
19. That in case the allottee(s) reaches in last of fit out period where the scope of 20 to 30 days for final touch does not remain left , then the final touch will take the above mentioned time but the monthly maintenance charges shall commence in accordance to the date given in the letter 'offer for possession'

(.....)
 . Company

(.....)
 Allottee(s)

20. That the Allottee has agreed that out of the amount(s) paid / payable by him for the said Unit provisionally allotted to him, the Company shall treat 15% of sale consideration as earnest money to ensure fulfillment, by the Allottee, of all the terms and conditions as contained in the Allotment Letter.
21. That in case the allottee shows its inability to continue with the allotment of the said unit, and for this purpose applies for the refund of the deposited amount(s) then company may on sole discretion, cancel the allotment of the said Unit and deduct, out of the amounts paid by allottee, the earnest money as aforementioned together with any interest on installements, interest on delayed payment due or payable, any tax paid by company any dealer commission liability which may occur due to the said cancellation and refund the balance amount, if any, to the allottee only after the booking of the said unit by any other intending applicant(s) from open market and on clearance of the timely payments paid / payable by the said intending applicant(s) to the company.
22. That in the event of the failure of the allottee to perform its obligations or to fulfill all the terms and conditions agreed in the Allotment Letter or to pay the dues / installments in scheduled time and / or in case of inability to register / execute required legal documents within time, the allottee hereby authorise the company to 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 installments, interest on delayed payment due or payable.
23. That after execution of documents of lease holds right by allottee, in case of any subsequent transfer of the said unit(s) / space(s) / shop(s) etc. by the allottee to any third party, the allottee shall take prior consent pay required transfer charges to the company as well as to the NOIDA authority as applicable from time to time. In case, the allottee performs any transaction pertaining to the said unit(s) / space(s) / shop(s) area(s) etc. without prior consent of the company, then the said transaction / transfer shall be deemed as null and void.
24. The applicant hereby agrees to install air conditioner system for their own unit at their own cost and risk. The air conditioner systems should adhere to Green Building Regulation and Specification. The refrigerant used should be NON CFC / HCFC. The outdoor units should be placed in areas designated by the company, in such a manner that they do not cause any disturbance in any manner to the other allottees of the project.
25. That the amenities like Road, Electricity, Sewer and water supply shall be provided by the NOIDA/Authority Concerned up to the boundary of said project. The company will carry out all the above mentioned amenities within boundary of the said project i.e. internal development of the project. The delay in providing the above .said facility on the part of the NOIDA/ Authority/Any other Government Authority/Tribunal Concerned shall not be considered the delay on part of the company.
26. That the IT/ITES Offices/Unit shall be used for the purposes for which it has been bought as per lease deed and shall not be used for the purposes e.g. Atta Chakki, Factory, Liquor/Wine shop or any other things which are injurious to others and may or likely to cause nuisance .to the allottee/(s) in this Complex or not permissible under the law/ terms of the lease deed executed with NOIDA. Any type of encroachment, construction, blockage in the entire Project including passages, roads, lobbies, roof etc. shall not be allowed to the IT/ITES Offices/Unit Allottee/{s) or associations of IT/ITES Offices/Unit's Allottee/{s).They also shall not be permitted to closing of verandah, lounges, balconies, common corridors, even if particular floor/floors occupied by the same party. Any a lteration in elevation and outside colour scheme of exposed walls of verandah, lounges or any external wall or both faces of external door and windows of IT/ITES Offices/Unit, signboard, publicity or advertisement material outside the IT/ITES Offices/Unit or anywhere in the common areas shall not be permitted. Any type of change inside the IT/ITES Offices/Unit which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall

(.....)

. Company

(.....)

Allottee(s)

supporting whole the structure therefore no change is allowed.

27. That at the time of handing over the maintenance of the Project to the Maintenance Agency, the following will be handed over to the Maintenance Agency, all existing lifts, corridors, passages, underground and overhead water tanks, firefighting equipment's with motors rooms, Single Point Distribution system with all liabilities, Gen-sets, lift rooms at terrace and other area falling under the common area.

Note: - All the un-sold Spaces and areas which are not falling under the part of common area shall continue to be the property of the company and all rights are reserved with the company for the said Areas.

28. That the contents of each IT/ITES Offices/Unit along with the connected structural part of the project shall be insured by the allottee(s) at his/her/their own cost against the fire, earthquake etc. The company after handing over the possession of a particular IT/ITES Offices/Unit 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 maintenance of the project
29. That it shall be the responsibility of intending allottee/(s) to inform the company by Registered A/D letter or Courier about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence . Demand letters/notices and letters posted at that address {if change of address is not intimated) will be deemed to have been received by the intending allottee/(s) and the company shall not be responsible for any default.
30. All charges, expense, stamp duty, registration fee & incidental expenses etc. towards transfer/ sub-lease deed of the said unit, at the rate, as may be applicable on the date of execution and registration of the transfer/ sub-lease deed, including documentation will be borne by the Allottee/(s) only. If the Company incurs any expenditure towards the registration of the said unit, the same shall be reimbursed by the Allottee/(s).
31. That if in case allottee is found concealing. misrepresenting and suppressing any fact(s) whatsoever, or fails to follow / fulfill any of the terms & conditions of this Allotment Letter. then the company shall be at liberty to forfeit the amount(s) paid by the allottee & cancel the allotment and take necessary action against allottee & the allottee hereby agrees to the same.
32. That all or any disputes arising out of or touching upon or in relation to the terms of this Allotment Letter including the interpretation and validity of the terms there of 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 or any statutory amendments / modifications there of for the time being in force. The arbitration proceedings shall be held at an appropriate location in Noida. The Courts at Noida alone shall have jurisdiction in all matters arising out of / touching and / or in connection with this Allotment Letter.
33. This Allotment Letter constitutes the entire agreement between the parties superseding any other written and oral agreement between the parties. If any article, sections, provisions, terms or conditions of the Allotment Letter is held to be invalid by a court or a competent jurisdiction such article sections provisions, terms or conditions shall be reformed to the extent necessary to be held valid and the party agree that the reminder of this Allotment Letter shall not be affected thereby.

(.....)
Company

(.....)
Allottee(s)

34. That the following Annexure are annexed herewith which are also being the part of this allotment letter.

- I. Payment Plan
- II. Specifications

SPECIFICATIONS

Flooring

- **Cement Concrete Flooring**

Walls

- **Plastered partition wall with OBD in pleasing shades**

Electricity

- **One electric single point inside the unit**

Flooring of Common Corridor

- **Ceramic Tiles/Kota Stone in Common Corridor/Common Area**

Doors

- **Rolling Shutter**

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

Thanking you,

For M/s UTC Softech Pvt. Ltd.

I/We hereby accept the allotment on the terms and conditions as mentioned here in above.

(.....)
Company

(.....)
Allottee(s)

BASIC SALE PRICE IS EXCLUSIVE OF THE FOLLOWING:

- 1.1 Registration charges including cost of stamp papers, documentation, official fees and other incidental charges.
- 1.2 Additional Car Parking Charges, pre-paid Electricity Meter and its installation charges.
- 1.3 Monthly usage charges of club facilities and Club Maintenance Charges.
- 1.4 Water & Sewer connection charges.
- 1.5 Monthly Maintenance charges per sq. Ft. on super buildup area Per month plus service tax as applicable.

(.....)
. Company

(.....)
Allottee(s)

ANNEXURE-B (PART-II)

COST DETAILS OF THE UNIT	
(I) BASIC SALE PRICE (BSP)	
Rs	per sq.ft.
TOTAL : Rs.	(Rupees Only)

(II) PREFERENTIAL LOCATION CHARGES (PLC)		
S.No.	PARTICULARS	Amount
1		
TOTAL Rs. Only)		

(III) ADDITIONAL CHARGES		
S.No.	PARTICULARS	AMOUNT
1	CLUB MEMBERSHIP CHARGES	
2	COVERED CAR PARKING	
3	IFMS CHARGES	
4	EEC, FFEC CHARGES	
5	LEASE RENT CHARGES	
6	POWER BACK UP CHARGES	
* TOTAL Rs		
* Individual Electricity Meter Connection Charge and Capital Replacement Charges are not included in the total Additional Charge amount and shall be payable by the Allottee(s) on demand by the Company on offer of possession of the said Unit.		

For M/s UTC Softech Pvt Ltd

Authorised Signatory
Company

1st Allottee

2nd Allottee

(.....)
. Company(.....)
Allottee(s)

PAYMENT PLAN OF THE UNIT

ANNEXURE-B (PART-III)

For M/s UTC Softech Pvt Ltd

Authorised Signatory Company

1st Allottee

2nd Allottee

(.....)
. Company

(.....)
Allottee(s)

(.....)
. Company

(.....)
Allottee(s)