



PROVISIONAL ALLOTMENT LETTER

Client Id:

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Dated:.....

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To, Mr/Mrs.

Address:

.....

.....

Subject: Provisional Letter of Allotment in respect of Unit/ Shop / Space No. -----

Admeasuring ----- sq.ft. (Superarea) on ----- in the Building known as “AVS CITY PALACE” situated at Plot No. 1091/1 Noor Nagar, 45 Meter Wide Road, Raj Nagar Extension, Ghaziabad (U.P.)

Dear Sir(s)/Madam,

a) In response to your application dated -----, we, **AVS INDIA INFRA PRIVATE LIMITED**, a private limited company incorporated under the Indian Companies Act 1956 and having its registered office at **D-116, LGF, Defence Colony, New Delhi, 110024** (here in after referred to as the “**Developer**”) hereby provisionally allot to you, the Applicant (hereinafter referred to as the “**Allottee**”) Unit/Shop No. ----- On ----- having super area of approx. -----sq. ft. (hereinafter referred to as said **UNIT**) in the Building named as **AVS CITY PALACE** proposed to be developed and constructed on the free hold plot of land admeasuring **1660.00 Sq. Mtr.** bearing **Khasra No. 1091/1 Noor Nagar, 45 Meter Wide Road, Raj Nagar Extension, Ghaziabad (U.P.)** (here in after referred to as said **Plot**) which said Plot has been purchased by the Developer by on free hold basis for the development of Hotel/Other related activity such as **Shopping Area, Show Rooms, Retail Outlets, Hotels, Restaurants and Studio Apartments such other Hotel usage(s)**. This Allotment is purely provisional and is subject to the following information provided to the Allottee and upon the terms and conditions stated here under.

1. That the Developer has been purchased free-hold plot of land admeasuring **1660.00 Sq. Mtr.** bearing Khasra No. 1091/1 Noor Nagar 45 Meter Wide Road Raj Nagar Extension, Ghaziabad (U.P.) (here in after referred to as Said Plot) which is duly registered at No 10182/10190, in the Office of the Sub Registrar, Ghaziabad, UP (here in after referred to as said Sale Deed) for the development of Hotel/Other related activity such as **Shopping Area, Show Rooms, Retail Outlets, Hotels, Restaurants and Studio Apartment such other Hotel usage(s)**.
2. That the Developer has decided to develop and construct a multistoried Hotel Complex under the name and style of **AVS CITY PALACE**(here in after referred to as the (“**COMPLEX**”)) on the Said Land
3. The Developer after getting building plans sanctioned from the Competent Authorities, and subject to restrictions and conditions imposed in the said Sale Deed, is entitled to develop, construct and market

the Said proposed Hotel Complex known as AVS CITY PALACE on the Said Land and the Developer is also entitled to book/allot/sell/lease Shopping Spaces / Shops, Studio Units to be constructed in the said plot and to receive advance booking amount, total consideration amount either on down payment or in installments or as per payment plan and all other deposits and charges etc. from the Allottees of the said Proposed Project and to issue receipt thereof and to execute all papers/documents pertaining thereto.

4. The Allottee has full knowledge of applicable laws, notifications, rules, regulations and policies applicable to the said land/Project as framed by Government, Ghaziabad Development Authority or any other concerned Authority, and has acknowledged and understood that stipulations, terms and conditions contained in the said Sale Deed/Lease Deed/or As per Law executed between Developer and Ghaziabad Development Authority shall form integral part and parcel of this allotment, and the Allottee has confirmed and assured the Developer.
5. The Allottee is aware of and has acknowledged and understood that the building plans, designs etc. are tentative with such changes or modifications as may be carried out by the Ghaziabad Development Authority and/or any other competent authority/Architect of the Developer. Such alterations may include change in location, preferential location, number, increase or decrease in number of Unit, floor, block or area of the Unit.
6. The Allottee agrees to pay the price of the Said Unit and other charges calculated on the basis of super area which is understood to include pro rata share of the Common areas in the said Complex. It is further understood and agreed by the Allottee that the area of the Said Unit given in this Allotment Letter is tentative and subject to change upon approval of final building plan(s) etc. and/or on completion of construction of the said Complex. The Allottee agrees that upon variation, if any, in the area of the Said Unit herein allotted the price herein agreed shall be suitably adjusted at the sole discretion of the Developer and the Allottee would be bound by the terms and conditions of Buyer's Agreement to be signed later.
7. The Allottee specifically agrees to pay directly or if paid by Developer then reimburse to Developer on demand, Govt. Levies, Property Tax, Ground Rent, Lease Rent, Conversion charges, unearned increase, Wealth Tax, goods & service Tax and/or taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the Said Land and/or Complex, constructed on the Said Land or the Said Unit, as the case may be, as assessable/applicable from the date of offer of possession of the Said Unit to the Allottee and the same shall be borne and paid by the Allottee in proportion to the Super Area of the Said Unit to the super area of all the Units in the said Complex as determined by the Developer.
8. Subject to what is stated herein, the Developer has provisionally allotted to the Allottee the Said Unit in the said Complex at a Basic Sale Price at the rate of Rs. ----- (Rupees ----- Only) per sq. ft. (Super Area) totaling Rs. ----- (Rupees ----- Only) along with all additional charges as indicated in Schedule of Payments (Annexure-I) attached herewith.
9. The Allottee has already paid a sum of Rs ----- (Rupees ----- Only) as per details given below the receipt of which is acknowledged by the developer. Details are Below:-

Cheque No.	Dated	Amount	Drawn On

Balance amount shall be payable as per the payment schedule annexed herewith.

10. The Basic Sale Price of the Said Unit is escalation free, save and except increases, which the Allottee

Alternatively, if the Allottee so chooses, may exit from the allotment on the ground of delay in handing over by giving 90 days' notice to the Developer from the expiry of the last date of the Stipulated Date. In that event the Developer shall refund to the Allottee the amounts paid by him within ninety (90) days from the date of re-sale of the Space to a third party.

24. **Offer of Possession and Holding Charges:**

The Developer on obtaining Occupancy Certificate from the Competent Authorities shall make a written offer inviting the Allottee to take possession within a period of 30 days of such offer, subject to the Allottee having complied with all the terms and conditions of allotment. Upon receiving of the aforesaid intimation from the Developer the Allottee shall complete the required formalities by way of execution of necessary documents and papers including Conveyance Deed, Maintenance Agreement etc. as may be required by the Developer and time shall be the essence with regard to taking possession within the time stipulated in the notice. The Allottee shall be liable to pay Maintenance Charges with effect from the date of offer of possession notice irrespective of whether the possession is taken or not or whether the Maintenance Agreement (defined hereunder) is executed or not. In the event the Allottee fails to take over the possession within the said notice period, the same shall construe to be a breach of the terms of conditions by the Allottee. The Allottee shall be liable to pay to the Developer additionally the Holding Charges @ Rs10/- per sq. ft. Super Area for Ground Floor, First Floor and Second Floor and Rs. 8/- per sq. ft. Super Area for all other floors of the said Space per month for the entire period of such delay. The payment of Holding Charges by the Allottee does not entitle him to cure the breach and the same shall be without prejudice to the right of the Developer to cancel the Agreement and forfeit the Earnest Money and other dues and charges as stipulated herein above by giving 30 days' notice, Upon such cancellation, the Developer may re-allot the said Space to any third party/customer to which the Allottee shall have no objection.

25. The Allottee shall not do or permit anybody to do the following acts:

- (a) 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 Complex / Unit or any part thereof.
- (b) To do anything in or around the Said Unit which may tend to cause damage to any flooring or ceiling of 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
- (c) To demolish the Unit or any part thereof or to make any additions or alterations of whatsoever nature to the Said Unit or any part thereof.
- (d) To close ground space, corridors or lounges or balconies or common passages or common corridors even if whole of particular floor/floors are occupied by the same Allottee.
- (e) To make any alterations in any elevations and outside color scheme of the exposed wall of the verandah, lounge or any external wall, or both the faces of external doors and windows of the Unit to be acquired by him/her, which in the opinion of Maintenance Agency differ from the color scheme of the Complex.
- (f) 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 Maintenance Agency in writing.
- (g) To make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rages, garbage or refuse, anywhere save and except at areas/places specifically earmarked for the purposes in the said Complex.
- (h) To use the Said Unit for purpose other than for purpose it has been allotted.
- (i) Allottee don't allowed/permit in any condition Meat Slaughter Shop, wine Shop/Beer Shop, Car/Vehicles Spare parts or related works for vechile servicing wheel balancing will not be permitted/allowed in any condition and above services fully restricted in said complex.

(j) The said Complex known as AVS CITY PALACE and it is specifically mentioned that the allottee of any unit/Shop/Studio/Space Should be provided signboard by the AVS CITY PALACE and the allottee can provide only brand Logo other things related to signboard installed/height/colour/font size/location shall be designed and approved by AVS CITY PALACE management only and allottee have no rights to change the above certain things.

26. The said Complex shall always be known as "**AVS CITY PALACE**" and this name shall never be changed by the Allottees of the Units or anybody else.

27. The terms and conditions contained herein shall be binding on the occupier of the Unit and any default of the occupier shall be treated as that of the Allottee, unless context requires otherwise.

28. All or any disputes arising out of or touching upon or in relation to the terms of this Letter of Allotment 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 and/or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in **Ghaziabad**. The Courts at Ghaziabad(UP) alone shall have jurisdiction in all matters arising out of/touching and/or in connection with this Allotment. You are requested to sign in both copies of this Letter of Allotment (on each page) in token of your acceptance of the terms & conditions stated here in above.

For AVS INDIA INFRA PVT. LTD.

AUTHORIZED REPRESENTATIVE

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

WITNESS 1

ALLOTTEE

WITNESS 2

Enclosure Annexure I-Schedule of Payment
Annexure II Floor Plan
Annexure III. Specifications