

ALLOTMENT LETTER

This forms part of Allotment made on this Day of November, entered into between:

M/s ARIES INFRAVENTURES
(First Party/Promoter/Builder/Company)

&

(Second Party/ Allottee/s)

For Unit No. (BHK),in “**IMPERIAL HEIGHTS**” at Khasara No.240, Saraikazi, Jagriti Vihar extension,
Scheme 11, Meerut (UP)

THE COMPANY

ALLOTTEE(S)

ALLOTMENT LETTER

Customer ID No.....

Dated

To

R/o

Sub: Allotment of Flat No (3BHK) Floorst in the housing project "Imperial Heights" at Khasara No. 240, Saraikazi, Jagriti Vihar Extension, Scheme 11, Meerut (U.P)

Please refer to your application dated with M/s, Aries Infraventures having its registered office at 105, Akansha Heights, Near Jatoli Crossing, Modipuram, Meerut (U.P) here in after referred to as "the Company". We are now pleased to allot you a Unit in "Imperial Heights", at Khasara No. 240, Jagriti Vihar extension, Scheme -11, Meerut (UP) as per details below vide this letter of Allotment (Allotment Letter).

This Allotment is subject to the following terms & conditions detailed herein below and the same shall prevail over and supersede all the other terms and conditions.

Both the Company and the Allottee(s) are here in after individually referred to as the 'Party' and collectively as the 'Parties'.

(A) Details of the Applicants(s)/ Allottee (s):

The First / Sole Applicant:

Name:

S/o:

R/o :

PAN No:

Aadhar No.:

Second / Joint Applicant/ Allottee:

Name:

W/o:

R/o :

PAN No:

Aadhar No.:

(herein referred to as the Allottee(s) (which expression shall include unless excluded by repugnant to the subject or context or meaning thereof shall their successors, assigns, executors etc.).

(B) Nature & Title of Allotment

Company is the owner of land whereupon the group housing is proposed to be developed in the name and style of "IMPERIAL HEIGHTS" at Khasara No. 240, Saraikazi, Jagriti Vihar Extension, Scheme 11, Meerut, Which is approved by UP Awas Evam Vikas Parishad, Meerut vide layout no.1318 dated 06.09.2022 (hereinafter referred to as the Colony/Project) and therefore the company is entitled to allot the flat(s) in favour of any person.

Company

Allottee(s)

The Sale Deed/Conveyance deed shall be executed, only after the Allottee(s) has made full & final payments. Including all other additional charges which are due and payable to the Company. Till the execution of the Sale Deed /Conveyance Deed and handing over the possession of the Unit the ownership of the Unit shall remain vested with the Company.

(C) Particulars of Unit:

Unit No. :
Floor :
Super Area : Sq. Ft.
Covered Area : Sq. Ft.
Carpet Area : Sq. Ft.

(D) Payment Plans:

The Allottee(s) shall be required to make the payment as per the Payment Plan opted by him/her which the Allottee(s) once again reaffirms and declares as under:

The Allottee(s) shall pay the balance amount of the consideration in accordance with the payment plan Annexed as Annexure-A hereto this Allotment Letter.

Down Payment Plan ☐

Installment Payment Plan ☐

In the event Allottee(s) fails to pay the balance consideration or in case of any delay in payment of any installment and / or other charges in accordance with the payment plan, the Allottee(s) shall be liable to pay interest calculated from the due date of outstanding amount @10.00% per annum compounded quarterly.

(E) UNIT SALE PRICE

(i) Basic Sale Price (BSP)

Rs.

(iii) Car Parking Charges:

a) Open Parking

b) Covered Parking

Inclusive.

The above price of the flat shall not include the following:

All taxes, impositions, levies, duties, development charges as applicable or imposed or which may be imposed by Central Govt., State Govt. or local authorities with regards to the sale of Unit.

The promoter has registered the project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under registration No. UPRERAPR

The Allottee has inspected the site where the project is proposed to be constructed along with the ownership records and other related documents and hereby acknowledges that the promoter has readily provided all information and clarification as required. The allottee has relied solely on his personal judgment in deciding to enter into this agreement and to purchase the said apartment. Further the allottee is satisfied about the title of the promoter related to the project and is also contented with the right, title and interest of the promoter to sell the said apartment and receive the total price.

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The parties relying on the confirmations, representations and assurance of each other to faithfully abide by all terms, conditions and stipulations contained in this Agreement and applicable laws, are now willing to enter into this agreement on the terms and condition appearing hereinafter.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follow:

1. The promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of project with the authority and towards handing over the apartment to the allottee and common area to the association of allottees or the competent authority as the case may be.
2. That the Allottee shall pay the basic sale price and other charges of the Unit on the basis of Carpet area and the allottee shall make the payment as per payment plan forming part of the agreement letter. Subject to the terms of the agreement and the promoter abiding by the construction milestones, the allottee shall make all payments, on written demand by the promoter, within the stipulated time as mentioned in the payment plan through A/c payee Cheque/ demand draft/ bankers cheque or online payment in favour of "ARIES INFRAVENTURES" payable in Meerut.
3. The total price of Apartment is escalation- free, save and except increase which the allottee agrees to pay, due to increase on account of development charges payable to the competent Authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time.
4. It is agreed that the promoter shall not make any additions and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in respect of the apartment or building, as the case may be, without the previous written consent of the allottee as the provisions of the act. Provided that the promoter may make such minor additions or alterations as may required by allottee, or such minor additions or alterations as per the provisions of the act.
5. The promoter shall confirm to the final carpet area that has been allotted to the allottee after the construction of the building is complete. The total price payable for the carpet area shall be recalculated upon the confirmation by the promoter. If there is reduction in the carpet area the promoter shall refund the excess money paid by the allottee within forty five days with annual interest at the rate of 10 percent per annum from the date when such amount was paid by the allottee. If there is any increase in the carpet area , the promoter may demand that from the allottee as per the next milestone of the payment plan as provided in allotment letter. All those monetary adjustments shall be made at the same rate per square feet as agreed at the time of booking.
6. The promoter agrees and acknowledge, the allottee shall have the right to the apartment as mentioned below:
 - A) The Allottee shall have exclusive ownership right of the apartment.

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- B) The Allottee shall also have undivided proportionate share in the common Areas. Since the share/interest of Allottee in the common area is undivided and can not be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc, without causing any inconvenience or hindrance to them, It is clarified that the promoter shall handover the common areas to the association of allottee after duly obtaining the completion certificate from the competent authority as provided in the etc.
7. It is made clear by the promoter and the allottee agrees that the Apartment along with car parking shall be treated as a single indivisible unit for all purpose. All terms and conditions mentioned herein, including but not limited to the use, cancellation of allotment, resumption etc. of the said apartment shall also apply to the car parking space.
8. The allottee agrees and confirms that in the event of cancellation, surrender , relinquishment, resumption etc, of the apartment under any of the provision of this agreement , the car parking space shall also deemed cancelled, surrendered, relinquished, resumed, as the case may be.
9. The Allottee shall be considered under a condition of default on the occurrence of the following:
- a) In case the allottee fails to make payment of demands raised by the promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest at the rate of 10 per cent per annum
 - b) In case of default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated provided that the promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.
 - c) The termination as stated above shall take effect upon the promoter sending a notice in writing to the Allottee. Notwithstanding the same, the Allottee shall be under obligation to sign and execute all document that the promoter may require the allottee to sign.
10. The promoter shall be responsible to provide and maintain essential services in the project till the taking over of the maintenance of the project by the association of Allottees. The cost of such maintenance along with the applicable tax shall be borne by the Allottee on pro-rata basis. The Allottee shall further be liable to pay a Maintenance deposit of Rs. 50,000/-(Rupees Fifty Thousand Only) to the promoter/Maintenance Agency/ Association of Allotees before handing over possession of the apartment.

So long as the maintenance and replacement charges are paid regularly, as provided in these present, the Allottee(s) or anyone lawfully claiming under him/her shall be entitled to the user of common facilities. In the event of default of such payment it shall not be open to the Allottee(s) to claim user or any right of the common facilities and that the Company, in its sole discretion, shall be entitled to stop the user of such common facilities by the Allottee(S)/ Occupier of the Unit. The user of such common facilities shall be permitted as soon as the breach is rectified.

The Allottee agrees to execute a maintenance agreement along with other necessary documents, undertakings etc, in the standard format, with the Promoter/the Association of Allottees/ the

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maintenance agency as appointed for the maintenance and upkeep of the project. Execution of the maintenance agreement and payment of maintenance deposit shall be a condition precedent for handing over possession of Apartment by the promoter and also for executing the sale deed of the Apartment.

In addition to the Association/Promoters/maintenance agency's right of unrestricted access of all common Areas and facilities for providing maintenance service, the Allottee agrees to permit the promoter or the maintenance agency or their authorized personnel/ workers to enter into the apartment or any part thereof, after due notice and during the normal working hours, to inspect the apartment and/or carry out any repair work relating to construction/development that may be impacting the apartment or the adjoining apartments or the building/the common area. The allottee agrees and undertakes that either itself or through the association, it shall not carry out any unauthorized maintenance or usage of common areas.

11. The Company shall construct a water tank for the entire complex and the supply will be given from the said water tank.
12. That the Company shall install transformers of sufficient capacity and allottee(s) have to apply for his own connection to UP Power Corporation. All expenses towards installation of electric meter and other connected charges will be borne by the intending Allottee(s).
13. The Company may provide the facility of reticulated gas supply in the complex at its sole discretion for the betterment of the complex. However it is made clear that in case the Company decides to provide the said facility of reticulated gas supply in the complex then the same shall be intimated to the Allottee(s) and the Allottee(s) agrees to pay the charges as may be applicable. The security of Gas and maintenance of the gas bank, pipelines and usage charged shall be charged separately and the same shall be borne by the Allottee(s) as may be applicable.
14. Watch and ward arrangement are proposed to be provided in the Complex. Accordingly the Company/Maintenance Agency shall have a free hand to restrict the entry of outside persons into the Complex. Provision of such watch and ward service would not create any liability of any kind upon the Company/Maintenance Agency for any mishap caused by any miscreants.
15. That the Allottee(s) will allow the complex maintenance teams to have full access to and through his Unit at all reasonable times and terrace area for the periodic inspection, maintenance, repair of service conduits and the structure.
16. At the time of handing over of maintenance of the Complex the following will also be handed over to the RWA:-
 - (i) All existing lifts, corridors, passages, parks underground & overhead water tanks, firefighting equipment with motors, motor rooms & pump rooms.
 - (ii) Single point electricity distribution system with all liabilities.
 - (iii) Security Gates with intercom, lift rooms at terrace without terrace right.
17. **Possession:**
 - (i) That the possession of Unit is proposed to be delivered by the Company to the Allottee(s) on or before 31st December 2025, subject to Force Majeure Events as described, beyond the control of the Company.

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- (ii) Possession of the said Unit shall be given to the Allottee(s) only after the receipt of the full consideration and all other payments/deposits at the time of execution of sale Deed. For any delay in making any payment and charges due towards the Allottee(s), the Allottee(s) himself shall be responsible that the sale Deed of the Unit shall be executed in favour of the Allottee(s) by the Company after the entire payment and dues in respect of the allotment are cleared by the Allottee(s). The stamp duty and other registration charges shall also be borne by the Allottee(s).

18. Notice for Possession of Unit:

That a written intimation for completion of project (herein after referred as 'Offer for Possession') will be sent to the Allottee(s) and a "Fit-out-Period" of one quarter (three months) will commence from the date of the Offer for Possession. The said "Fit-out-Period" is in order to facilitate the Allottee(s) to communicate the exact date by which he/she/they or any of duly appointed attorneys will take physical possession of the Unit after complying with necessary formalities viz obtaining NOC from the Accounts Department of Company, registration of sale deed etc. The installation of sanitary-ware, wash basin, kitchen sink, wooden flooring, hardware accessories, final touch of paint etc. will be done during the said "Fit-out-Period" only, which will take around 20 to 25 days for an individual Unit and Allottee(s) may get these final installation done in his/her/their own presence, if desired.

- 19.** That in case Allottee(s) fails to take possession of Unit even after expiry of three months from the date of the expiry of Fit-out-Period, such Allottee shall be liable for maintenance charges for said period.

20. Rights and Obligations of the Allottee(s):

- (i) Fire Safety: That at present the fire safety measures in the Complex and Unit have been provide as per existing Fire safety Norms. If, however, due to any subsequent Central or Local legislation(s)/ Government Regulations/orders or directives or guidelines or any change in existing guidelines or the Government orders it becomes obligatory on the Company to undertake additional fire safety measures, it is consented by the Allottee(s) that he/she shall be liable to pay proportionate charges in respect thereof.
- (ii) Electricity, Water and Sewerage Charges: That the Electricity, Water and Sewerage connection charges shall be borne by the Allottee(s). that the Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. That the Allottee(s) undertakes to pay additionally to the Company on demand the cost of electricity, water and sewer consumption charges and/or any other charge which may be payable in respect of the said Unit. If any amount demanded for such dues will not be deposited in time, in that case penalty clause shall be applicable.
- (iii) Entry of Regulation: It is in the interest of the Allottee(s) to help the maintenance agency in effectively keeping the Unit and the Unit and the Complex secured always. For the purpose of security, the maintenance agency shall be free to restrict and regulate the entry of visitors into the Complex.
- (iv) Nuisance and Annoyance: That the Allottee(s) shall not allow or permit any pets such as dogs, cats, rabbit etc., to move around in the common areas, stair-case, park etc, so as to endanger the life, liberty and property of the other co-occupants/owners.
That the Allottee(s) shall not use the Unit for any such activities, as are likely to cause

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- nuisance, annoyance or disturbance to other occupants of the Complex or those activities which are against law or any directives of the Government or the local authority.
- (v) **Lawns and Other Common Areas:** 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 for organizing meetings and small functions, the same shall be used on cost sharing basis.
 - (vi) **Permitted Use:** The Allottee(s) shall always use the Unit for residence and shall not store any goods of hazardous or combustible nature or which can cause damage to be structure and/ or the assets of other occupants or the equipments in the Complex or use the Unit for any activity apart from residential and not put to use the Unit for any immoral or illegal activity.
 - (vii) **Internal Security:** It is expressly understood that the internal security of the Unit shall be the sole responsibility of the Allottee(s).
 - (viii) **Unit's Interior Maintenance & Insurance:** That the Allottee(s) shall carry out all the maintenance and interiors of the Unit at its own cost. The insurance of the Unit as well as the interior of the Unit shall be the responsibility of the Allottee(s) and the Company shall not in any case be held liable for any damage or loss occurred on account of any neglect or omission of the Allottee(s) or any act caused / occasioned / occurred by any third party.
 - (ix) **Signage:** That the Allottee(s) shall not display any name, address, signboard, advertisement material, etc. on the external façade of the Unit/Tower as also the Complex.
 - (x) **Alterations in the Unit:** That the Allottee(s) shall not make any such additions or alterations in the Unit so as to cause blockage or interruption in the common areas and facilities within the complex and / or to cause any structural damage to the main pillars, ceilings or any major construction within and outside the Unit or cause any encroachment in the complex area or in the structure of the building(s) in the Complex. That the Allottee(s) shall not demolish any structure of the Unit without the prior approval and consent of the Company of the local authority in written, if required. The Allottee(s), however, undertakes that it shall not divide/sub-divide the Unit in any manner. The Allottee(s) shall not change the colour and façade of outer walls of his/her Unit.
 - (xi) **No Dues Certificate:** That the Allottee(s) shall not assign, transfer, lease or part with possession of the Unit without taking 'No Dues Certificate' from the maintenance agency appointed by the Company or Association as the case may be.
 - (xii) **Terrace Rights:** The Company reserves the right to Sale, give on lease or hire any part of the top roof/terrace above the top floor or to raise any further construction, for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes or otherwise and the Allottee(s) agrees that he/she/they will not object to the same and will not make any claim on this account.
 - (xiii) **All Taxes an Levies:** All rate, House Tax/Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service Tax, Cesses, City development Charges, Levies, Sales Tax, Trade Tax, Metro Cess, Vat, EST, PF and Taxes of all and any kind by whatever name called and

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development charges of the land of the Project and other charges whether levied or leviable 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).

21. Registration of Address:

That in case of Joint Allotment, all communications demand notices etc. shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/her which shall for all purpose be considered as service on all the Allottee(s) and no separate communication shall be sent to the other named Allottee(s). It shall be the sole responsibility of the Allottee(s) to inform and communicate about any such communication to the co-allottee as no separate communication will be sent to the other named Allottee(s). It shall be the responsibility of the Allottee(s) to inform the Company by Registered A.D. post about all subsequent changes in his address. If any, failing which all demands notices and letters posted at the earlier registered will be deemed to have been received by him/her.

22. This Agreement may only be amend through written consent of the parties. The parties are aware that under the rules, state government of Uttar Pradesh has not yet notified the format of the agreement to be executed between the promoter and the Allottee. The Allottee agrees and covenants to the promoter that this Agreement shall be suitably revised/amended on being called upon by the promoter if so required once format of the said agreement is notified by the State Government of Uttar Pradesh, which may involve some cause to be added , deleted or suitably modified to be in consonance with such notified agreement. Any such revision shall be binding on the parties and it is hereby agreed to put the same place by signing the revised agreement.

23. Further Papers, Applications, Declarations etc:

That the Allottee(s) shall from time to time sign all applications, papers, documents, maintenance agreement and all other relevant papers, as required, in pursuance and do all the acts, deeds and things as the Company may require for safeguarding the interests of the Company and other Unit Owner's in the Complex.

24. Loans/Mortgage:

That in case the Allottee(s) wants to avail of a loan facility from its employer or financing bodies to facilitate the purchase of the Unit applied for, the Company shall facilitate the process subject to the following:

- (i) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- (ii) The responsibility of 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).
- (iii) The Company has the right to raise finance from any Bank/Financial Institution/ Body Corporate and for this purpose create equitable mortgage of the 'Said Land' in favour of the one or more of such financial institutions and for such an act the Allottee(s) shall not

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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/development of the complex, notwithstanding the foregoing the Company shall ensure to have any such charge, if created, vacated on completion of the Project/Complex or before execution of the document/sale deed.

25. Indemnity:

That the Allottee(s) shall abide by the terms and conditions of the Allotment and the applicable laws and should there be any contravention or non-compliance of any of the provisions of the Allotment, the Allottee(s) shall be liable for such act, if any loss is occasioned due to the act or omissions of the Allottee(s), the Allottee(s) shall indemnify the Company for such act or omissions which has occasioned the loss.

26. Arbitration:

All or any dispute arising out of or touching upon or in relation to the terms of this Allotment Letter including the interpretation and validity thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through Arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliations Act, 1996 or any statutory amendments, modification thereof for the time being in force. The arbitration proceedings shall be held in U.P by a sole Arbitrator to be appointed by the Company. The Allottee(s) hereby confirms that the shall have no objections to this appointment even if the person so appointed, as the Arbitrator, is an employee or advocate of the Company or is otherwise connected to the Company and the intending Allottee(s) confirms that notwithstanding such relationship/ connection, the intending Allottee(s) shall have no doubts as to the independence or impartiality of the said Arbitrator. The courts at Meeurt shall alone have the jurisdiction in all matters arising out of / touching and / or concerning this Allotment Letter regardless of the place of execution of this Allotment Letter.

27. Notice:

Any notice or letter of communication to be served on in either of the Parties by the other shall be sent by prepaid recorded delivery or registered post/courier or by fax at the address shown here above and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by fax or by electronic mail. However, any change in the address of the Allottee(s) shall be communicated to the Company via registered post/courier within seven days of such change of address.

28. Declaration:

I/we have fully read and understood the above mentioned terms and conditions and do hereby agree to abide by the same. I/we understand that the terms and conditions given hereinabove are of indicative nature with a view to acquaint me/us the terms and conditions have been shown to me well in advance and I have independently understood the legal implication of the same.

For and on behalf of

M/s ARIES INFRAVENTURES

ALLOTTEE(S)

(Authorized Signatory)

ANNEXURE – A
PAYMENT SCHEDULE

Project Name: Imperial Heights

Name:

Unit Address: Flat No. (3 BHK)

Carpet Area : Sq. Ft. Super Area: Sq. Ft. Covered area: Sq. Ft.

Net Basic Price: Rs.

Total Cost: Rs. (GST EXTRA)

Payment Plan: Installment

Sl. No.	Particular		Amount
1.	At the Time of Booking	10%	
2.	Within 45 Days from Booking	10%	
3.	On Foundation Of Block	10%	
4.	On Casting Of 1st Floor Roof Slab of Block	10%	
5.	On Casting Of 3th Floor Roof Slab of Block	10%	
6.	On Casting Of 5th Floor Roof Slab of Block	10%	
7.	On Casting Of 7th Floor Roof Slab of Block	10%	
8.	On Casting Of Top Floor Roof Slab of Block	10%	
9.	On Completion of Masonry & Plaster work within apartment	10%	
10.	On Complition of Tile & Wooden Work	5%	
11.	At the time of offer letter for possession	5%	
	Total	100%	

Company

Allottee(s)