

STAMP PAPER

ALLOTMENT LETTER

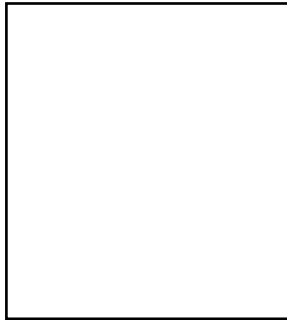
This part of Allotment Letter made and executed in Ghaziabad on.....**day of, 20...** Between **M/s AVS INDIA INFRAPROP LLP.** (Developer) and
(Allottee's) **for Unit No.** in “**AVS City Centre**” 1128M, Noor Nagar, 45 Meter Wide Road, Rajnagar Extension, Ghaziabad (U.P.)

(Authorized Signatory)

(Allottee's)

Client Id:

Dated:.....



To, Mr./Mrs.

Address :

.....
.....
.....

Subject: Provisional Letter of Allotment in respect of Unit/ Shop/ Space/ Studio No. Admeasuring Sq.ft. (Superarea) on in the Building known as "AVS CITY CENTRE" situated at khasra No. 1128M, Noor Nagar, 45 Meter Wide Road, Raj Nagar Extension, Ghaziabad (U.P.)

Dear Sir/Madam,

- 1) In response to your application dated we, AVS INDIA INFRAPROP LLP, partnership firm incorporated under the Limited liability partnership act 2008 and having its registered office at 38, G.F., Indra Prakash Building, Barakhamba Road, Connaught Place, New Delhi- 110001 (here in after referred to as the "Developer") hereby provisionally allot to you, the Applicant (hereinafter referred to as the "Allottee") Unit/Shop/Studio No. on having super area of approx. sq.ft. (hereinafter referred to as said UNIT) in the Building named as AVS CITY CENTRE proposed to be developed and constructed on the free hold plot of land admeasuring 4752 Sq. Mtr. bearing Khasra No. 1128M 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 jointly developed by the Developer on free hold basis 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). 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.
- 2) That the Developer has been jointly developed the said free-hold plot of land admeasuring 4752 Sq.Mtr. bearing Khasra No. 1128M 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 04/153/GDA/BP/21-22/0426/09122, in the Office of the Sub Registrar, Ghaziabad, UP (here in after referred

(Authorized Signatory)

(Allottee's)

to as said Joint Venture) 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).

- 3) That the Developer has decided to develop and construct a multistoried Hotel complex under the name and style of AVS CITY CENTRE (here in after referred to as the ("COMPLEX") on the Said Land.
- 4) 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 CENTRE 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 instalments 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.

(Authorized Signatory)

(Allottee's)

9) 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. (SuperArea) totaling Rs.....(Rupees..... only) including Govt. taxes.

10) 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.

11) The basic sale price of the said unit is escalation free, save and except increases, which the Allottee hereby agrees to pay to the Developer on demand, due to increase in super area of the unit allotted, Government rates, taxes, cesses etc., increase on account of additional fire safety measures undertaken and/or any other charges which may be levied or imposed by the Government/Statutory Authorities from time to time. If due to any provision of the existing and future laws, guidelines, directions etc. of any Government and/or the Competent Authorities made applicable to the Said Unit/said Complex requiring the Developer to provide pollution control devices, effluent treatment plant, additional fire safety measures etc. in the said Complex, then the cost of such Additional devices, equipment etc. shall be borne and paid by the Allottee in proportion to the super area of his Unit to the total super area of all the Unit in the said Complex as and when demanded by the Developer at the sole discretion of the Developer.

12) The Basic Sale Price is inclusive of the cost of providing electric wiring up to the Said Unit only but does not include the cost of electrical fittings & Fixtures etc., which shall be got installed by the Allottee in the Said Unit at its own cost and arrangement. The Electrification and Fire Fighting Charges shall be payable by the Allottee as and when demanded by the Developer at the offer of possession of the Said Unit.

13) That timely payment of installments as indicated in the schedule of payment is the Essence of the Allotment. The Allottee agrees to make all payments in time as per the terms of Schedule of Payment as mentioned in Annexure-I and as may be demanded by the Developer from time to time through A/c Payee Cheque(s)/Demand Draft(s)/NEFT/RTGS in favour of AVS INDIA INFRAPROP LLP. Payable at Ghaziabad The receipt of payment shall be issued by the Developer in the name of first Allottee (in case the Said Unit is allotted to joint Allottees) irrespective of payment received either from the joint Allottee or from any other person. The Allottee shall be liable to pay interest at the rate of 10% per annum for non-payment of installment/due payment/ and delay payments.

(Authorized Signatory)

(Allottee's)

- 14)** The Allottee has agreed that out of the amount(s) paid/payable by him for the Said Unit allotted to him/her/them, the Developer shall treat 10% of Basic Sale Price as earnest money to ensure fulfillment, by the Allottee, of the terms and conditions as contained in this Letter of Allotment. Timely payment of installments and other allied charges, as described in Annexure-I is the essence of this allotment. It shall be incumbent on the Allottee to comply with the terms of payment as defined in Annexure-I and Allottee has agreed that Developer is under no obligation to send reminders for payments and the Allottee is bound to make the payments on time as per Annexure-I. If payment is not received by the Developer within the period as indicated in the payment plan opted by the Allottee or if there is any other breach of the terms of this Allotment Letter, then this Allotment may be cancelled and the earnest money shall stand forfeited.
- 15)** The Allottee shall have no right, title and interest in the car parking spaces in the basements or on the surface of the said Complex, which may or may not have been allotted/sold/reserved by the Developer to any of the Allottee(s) and shall be dealt with by the Developer in its own discretion as it shall remain the absolute property of the Developer. The Allottee shall not raise any claim against such car parking spaces in the basements or on the surface of the said Complex nor shall the Allottee attempt to use or park its vehicle in such car parking spaces.
- 16)** The Allottee, if resident of 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 thereunder 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 Developer with such permissions, approvals which would enable the Developer to fulfil its obligations under this Letter of Allotment.
- 17)** This allotment is subject to the terms and conditions as contained in the Sale Deed under term of which the Developer has been granted perpetual freehold, lease hold rights in the said Plot of Land and the Allottee acknowledges that the Allottee has been apprised of the entire contents and conditions and stipulations contained therein and hereby accepts and agrees to abide by the terms and conditions of the said Sale Deed/Applicable transfer Documents.
- 18)** The Allottee hereby agrees to comply with all the Laws as may be applicable to the Said Unit including but not limited to the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and the Rules, Notifications etc. made/issued thereunder in respect of the Said Unit and the Allottee shall always remain solely responsible for the consequences of non-compliance of the aforesaid Acts/Rules.
- 19)** The Allottee shall not transfer its right, title and interest in the Said Unit to any prospective purchaser without the written consent/approval from the Developer. The Developer may, however, in its sole discretion, permit such substitution on such terms and conditions including payments of administrative charges @ Rs.100/- (Rupees One Hundred only) per sq. ft. (as per company Policy) by executing documents of transfer, indemnity bond, affidavit etc. The said administrative charges shall be paid by the Allottee to the Developer and / or to the Maintenance Agency on behalf of the Developer. Any change in name (including

(Authorized Signatory)

(Allottee's)

addition/deletion) of the Allottee will be deemed as substitution for this purpose. The administrative charges for the Said Unit amongst family members (husband/wife and own children/mother/father and real brother and sister) will be 50% of the normal administrative charges for every transfer.

- (a) The Developer shall complete the construction of the Complex within 30 Months the date of Provisional Allotment Letter with an extended period of six months, subject to force majeure conditions and subject to all Allottees of the Said Complex making timely payment and/or subject to any other reasons beyond the control of the Developer. No claim by way of damages/compensation shall lie against the Developer in case of delay in handing over the possession on account of any of the aforesaid reasons and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the Said Unit to the Allottee.
- (b) The Allottee agrees and authorizes the Developer to make additions to or put up additional structures in/upon the said Complex or additional Units and/or structures anywhere in the said Complex /said Land as may be permitted by the competent authorities and such additional Units/structures shall be the sole property of the Developer which the Developer will be entitled to dispose of in any manner it chooses without any interference on the part of the Allottee. The Allottee agrees that the Developer, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/stories with the existing electric, water, sanitary and drainage sources. The Allottee further agrees and undertakes that he shall after taking possession of the Said Unit or at any time thereafter, not object to the Developer constructing or continuing with the construction of the other building(s)/blocks outside/adjacent to the said Building or inside the said Complex / Unit / said Land or claim any compensation or withhold the payment of maintenance and other charges as and when demanded by the Developer, on the ground that the infrastructure required for the said Complex is not yet complete. Any violation of this condition shall entitle the Developer to seek remedies provided under this Letter of Allotment in cases of breach, on-payment, defaults etc.
- (c) The Developer reserves the right to give on lease or hire any part of the top roof/terraces above the top floor in the said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes etc. and the Allottee agrees that he shall not object to the same and make any claims on this account.
- (d) The basement(s) and service areas, if any, as may be located within the said Complex, as the case may be, shall be earmarked by the Developer to house services including but not limited to air-conditioning plants, Electric Sub- station, Transformer, DG set rooms, underground water tanks, pump rooms, Maintenance and Service rooms, Fire Fighting pumps and equipment etc. and other permitted uses as per Zoning Plans/Building Plans. The Allottee shall not be permitted to use the basement(s) and service areas in any manner whatsoever and the same shall be reserved for use by the Developer or the Maintenance Agency and its employees for rendering maintenance services. Any violation of this condition shall be breach of the allotment terms by the Allottee.

20) Upon completion of the said Complex, the Developer shall (subject to the whole of the consideration money and other charges and dues being received) register the Sub Lease Deed after getting prior permission of the Ghaziabad Development Authority of the Unit in favour of

(Authorized Signatory)

(Allottee's)

the Allottee in such manner as may be permissible at the cost and expense of the Allottee and on the terms and conditions of this Allotment except those omitted by the Developer as unnecessary and the terms and conditions, if any, imposed by the Ghaziabad Development Authority in this behalf.

- (a) The stamp duty, registration fee, transfer charges which may be required to be payable to Ghaziabad Development Authority and/or any other competent authority for obtaining permission for the sub lease /sale deed in favour of the Allottee and/or its share of charges for the conversion to free hold for getting the property/Unit converted from leasehold to freehold and other incidental and legal charges for execution and registration of this Allotment, Conveyance Deed or any other Deed with respect to the Said Unit will be payable by the Allottee within the time specified in call notice given by the Developer to the Allottee.

(21) The common areas and facilities shall remain under the control and management of the Developer whose responsibility will be to maintain and upkeep the said spaces, sites until the same are transferred/assigned to any other body or association or society in future.

- (a) In order to provide necessary maintenance services the Developer may, upon the completion of the said Building/said Complex / Unit, hand over the maintenance of the said Complex /said Unit to such Maintenance Agency as may be nominated by the Developer. The maintenance, upkeep, repairs, lighting, security etc., of the Complex / Unit including business lounges, recreation and waiting areas, other common areas, the landscaping and common lawns, water bodies of the said Complex will be organized by the Maintenance Agency. The Unit Allottee agrees and consents to the said arrangement. The Allottee shall pay maintenance charges, which will be fixed by the Maintenance Agency from time to time depending upon the maintenance cost. The maintenance charges shall be as demanded by the maintenance agency plus all statutory taxes. The maintenance agency shall have full discretion to periodically increase the monthly maintenance charges. The Allottee shall be liable to pay interest at the rate of 10% per annum for non-payment of any of the charges within the time specified failing which this shall also disentitle the Unit Allottee to the enjoyment of common services including lifts, electricity and water etc.
- (b) If the Developer or the Maintenance Agency decides to apply for and thereafter receives permission from the Electricity Distributing Authority / Company / or from other Competent Body or Authority constituted by the Govt or State Govt to receive and distribute bulk supply of electrical supply in the said Complex, then the Allottee undertakes to pay on demand to the Developer / Maintenance Agency as the case may be proportionate share as may determine of all the deposits and charges paid / payable by the Developer or Maintenance Agency to the Electricity Deptt. / Supplier / or any other Statutory Body or Govt, or any Regulatory Body, failing which the same shall be treated as unpaid portion of the total sale consideration payable by the Allottee for the said Unit / Space and the delivery of possession and/ or Conveyance of the same may be withheld till fully payment thereof is received from the Allottee. Further the Allottee agrees that the Developer / Maintenance Agency shall be entitled to withhold supply of electricity to the said Unit till entire payment / dues are received from the Allottee. Further in case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee's right to apply for individual direct electrical supply connection from the Electricity Deptt. Utility or any other body or company responsible for supply of electric

(Authorized Signatory)

(Allottee's)

energy. The Allottee further agrees to pay any increase / additional demand in the deposits, charges for bulk supply of electricity as may be demanded from time to time.

- (c) The Allottee shall keep with the Developer / Maintenance Agency refundable Interest Free Maintenance Security deposit of Rs. 50/- (Rupees Fifty Only) per sq. ft. super area of the Said

Unit in order to secure adequate provision of the maintenance services and due performance by the Allottee in paying promptly the maintenance bills and other charges as raised by the maintenance agency. The Allottee agrees to deposit the Interest Free Maintenance Security and always keep deposited the same with the Maintenance Agency. A separate Maintenance Agreement between the Allottee and the Maintenance Agency will be signed at a later date.

- (d) The Allottee agrees that as and when any Plant & Machinery within the said Complex, as the case may be, including but not limited to air-conditioning plants, lifts, escalators, DG sets, electric sub-stations, pumps, fire-fighting equipment, any other plant/equipment of capital nature etc. require replacement, up gradation, addition etc. the cost thereof shall be met from the sinking fund/repair fund which will be payable by each Allottees over and above the monthly maintenance charges. If the said fund is found to be insufficient to meet the cost of the required replacement/up gradation/addition etc., then the shortfall shall be contributed by all the Allottees in the said Complex on pro-rata basis. The Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.
- (e) The Maintenance Agency and its representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the Unit for carrying out any repair, alterations, cleaning etc. or for any other purpose or in connection with the obligations and rights under this Allotment, including for disconnections of the electricity and water or for repairing/changing wires, gutters, pipes, drains, part structure etc.

22) Delay in Handing Over Possession:

If the completion of the Space/Building is delayed by reason of occurrence of the events of Force Majeure which is beyond the control of the Developer, then in that event the Developer shall be excused from performing its obligations within the time and manner written herein and shall be entitled to reasonable extension of time for the delivery of possession of the said Space. In consequence of the Developer abandoning the Scheme, the Developer's liability shall be limited to the extent of refund of the amount paid by the Allottee without any interest or any compensation/ damage in any manner whatsoever. If for any reasons other than those covered under Force Majeure events, if the Developer shall be unable to deliver possession of the said Space to the Allottee within the said stipulated period defined herein above or within any extended period or periods, then in such case, the Developer shall be liable to pay compensation @ Rs. 10/- per sq. ft. Super Area for Ground Floor, First Floor and Second Floor. For all the other Floors the compensation will be @ Rs 8/- per sq. ft. Super Area per month to the original Allottee subject to they not being in default of any of the terms and conditions of the allotment.

(Authorized Signatory)

(Allottee's)

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.

23) 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.

24) 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 colour 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.

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- (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 vehicle 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 CENTRE and it is specifically mentioned that the allottee of any unit/Shop/Studio/Space Should be provided signboard by the AVS CITY CENTRE 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 CENTRE management only and allottee have no rights to change the above certain things.

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

26) 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.

27) 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 INFRAPROP LLP.

AUTHORIZED REPRESENTATIVE

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

ALLOTTEE'S

witness 1

witness 2

(Authorized Signatory)

(Allottee's)

(Authorized Signatory)

(Allottee's)