This Stamp Paper is the Part of
Letter of Allotment of Unit No –
Customer ID -

То

Applicant:

From

UNNATI FORTUNE HOLDINGS LTD.

For UNNATI FORTUNE HOLDINGS LTD.

### Important Instructions / Notice to the Intending Allottee (s):

Any one desiring to purchase Residential Flat will be required to execute two (2) copies of the Letter of Allotment for each Residential Flat desired to be purchased. The Letter of Allotment sets forth in detail the terms and conditions of sale with respect to the Residential Flat and should be read carefully by each, Intending Allottee. Signed Letter of Allotment will be accepted from an Intending Allottee within 10 days following the Intending Allottee's receipt of the copies of the Letter of Allotment along with all its annexures as attached therewith. The Company expects that during the time given, i.e. 10 days from the receipt of the copies of the letter of Allotment, the Intending Allottee shall have read each and all clauses carefully, analysed the legal implications thereof and understood his/her/their obligations and liabilities and the Company's obligations and limitations as set forth in the Letter of Allotment.

The Intending Allottee shall, execute and deliver to the Company, within ten (10) days from the date of dispatch by hand/registered post of the Letter of Allotment by the Company, both the copies of the Letter of Allotment together with all Annexures, together with amounts due and payable as set forth in the schedule of payments. It is hereby agreed that the Letter of Allotment shall be full and final and no alteration/modification/amendment to the Letter of Allotment shall be permissible/allowed.

If the Intending Allottee(s) fails to execute and deliver to the Company the Letter of Allotment in its original form duly signed within ten (10) days from the date of dispatch by the Company, then the application of the Intending Allottee shall be treated as cancelled and 15% of the BSP in addition to the amount paid towards interest, taxes etc, if any, shall be deducted and stand forfeited and the Intending Allottee(s) shall be left with no right, title or interest in any form or manner in the Residential Flat provisionally offered to the Intending Allottee(s).

The Letter of Allotment will not be binding on the Company until executed by the Company through its authorized signatory. The Company will have the option either to accept or reject the signed Letter of Allotment within thirty (30) days after receiving the same from the Intending Allottee(s). If the Company decides to accept the Letter of Allotment, then a signed copy of the Letter of Allotment will be returned to the Intending Allottee(s) for his/ her reference and record and one duly executed copy shall be retained by the Company.

The Company reserves the right to request through identification, financial and other information as it may so desire concerning any Intending Allottee(s). I/We confirm that I/we have read and understand the above instructions and all clauses of the Letter of Allotment with all legal implications, its annexures etc. I/We now execute the Letter of Allotment being fully conscious of my/our rights and obligations and limitations of the Company and undertake to faithfully abide by and agree to all the terms and conditions of the Letter of Allotment.

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

# LETTER OF ALL OTMENT

	LETTER OF ALLOTWICINT
To,	
For Individual/Joint I	Purchaser-
1.	
1.	
(* to be filled up in case	of Joint Purchasers)
shall unless repugnant	y, as the case may be, referred to as "THE ALLOTTEE(S)" which expression to the context or meaning thereof be deemed to include his/ her heirs,
executors, administrators	s, legal representatives, successors and permitted assign.
For Firms-	OR
referred to as "THE INTE or meaning thereof, be on heirs, legal representation."	a proprietorship/ partnership firm duly registered ership Act, 1932 having its office at (hereinafter ENDING ALLOTTEE (S)" which expression shall unless repugnant the context deemed to include all the partners of the partnership firm and their respective ves, administrators, executors, successors and assigns) acting through its ls
For Companies-	OR
·	
	For UNNATI FORTUNE HOLDINGS LTD.
Customer Signature(s)	Authorized Signatory

** <b>M/S</b> a Company registered under the Companie	es Act.
** M/S a Company registered under the Companie 1956, having its registered office at (hereinafter referred to as INTENDING ALLOTTEE (S)" which expression shall unless repugnant to the context or methereof, be deemed to include its successors and assigns) acting through its duly authorized signshi / Smt	ınatory
Board resolution dated (** Delete whichever in applicable).	is not
(In case of Company, copy of Board Resolution along with a certified copy of Memorandum & A of Association and in case of Partnership Firm/ LLP, copy of resolution signed by all partners with partnership/ LLP agreement is required)	
Subject: Letter of allotment of Apartment in "THE ARANYA": situated at GH-2, SECTO NOIDA U.P INDIA (referred to as "Project/ Building")	R-119
Dear Sir/ Madam,	
This has reference to your application dated ("Application") for allotment of a flat/unit measuring	Tower S LTD.
In response to the said application and relying on the informations, confirmations, representation assurance given by you to faith- fully abide by all the terms, conditions and stipulations conherein, we are pleased to allot you a residential Unit in the said project as per the term conditions as hereunder:	ntained
A. ALLOTMENT OF UNIT	
The Allottee is hereby being allotted Apartment No	asuring re only which Tower
	all ba
The basic Sale Price does not include charges for the following (Other Charges) which she payable additionally as and when demanded by the developer unless otherwise stated specific this Letter of Allotment.:	
For UNNATI FORTUNE HOLDINGS	LTD.

Authorized Signatory

Customer Signature(s)

## **SALE PRICE**

Lease Rent (One Time):ComplimentaryIFMS:ComplimentaryCar Parking Charges:ComplimentaryClub Membership Charge;ComplimentaryESC:ComplimentaryFFC:ComplimentaryPower Backup (2Kva):ComplimentaryComplimentary:Complimentary

Registration & Stamp Duty Charges on this Allotment Letter or Conveyance Deed and Any tax paid or payable by the Developer and / or its Contractors by way of Value Added Tax, State Sales Tax, Central Sales Tax, Works Contract Tax, Service Tax, and Education Cess or any other taxes by whatever name called, as imposed by central or State Government or any other authority on transaction of sale of apartment as herein contained

Total Cost of Unit: Rs ....../- (Rupees ...... Only)

Payment Plan Opted: DP

#### **B. PAYMENT OF CONSIDERATION**

- 1. That the Allottee shall pay the basic sale price and other charges on the basis of "Super Area" which shall mean and include the covered area, including of the area under periphery walls, area under the columns and walls, proportionate area utilized for the services viz., area under staircases, circulation area, walls, lifts, shafts, passages, corridors, lobbies and refuge areas. The Super area, may be reduced or increased consequently to actual Super area of the Unit at the time of final measurement on completion of the Unit. Final super area of the Unit shall be confirmed by the Company only after the construction of the Project is complete. The total price payable for the Unit shall be recalculated upon confirmation by the Company of the final super area of the Unit.

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

3. The total price of said Unit does not include the cost of electric and water sub-meters, which shall be installed by the allottee at his own cost. If due to any subsequent legislation/government order or change in Fire Code or National Building Code or if deemed necessary by the company at it's sole discretion, additional fire safety measures are undertaken, then the allottee undertakes to pay within 15 (fifteen) days from demand, the additional expenditure incurred thereon along with other allottees in proportion to the super area of his Unit to the total super area of all the Units in the Building/Tower as determined by the Company.

#### 4. Preferential Location

The Allottee agrees that the Preferential Location Charges (PLC) for preferential location, if applicable, as described by the Company shall be payable additionally in the manner and within the time as stated in the payment plan. However, the Allottee confirms that if due to any change in the layout/building plan, the said unit ceases to be in a preferential location, the Company shall be liable to refund only the amount of PLC paid by the Allottee and such refund shall be adjusted in the last installment as stated in the payment plan. The Allottee further agrees that in the event, due to any change in the layout / building plan if the unit becomes preferentially located, then the Allottee shall be liable to and agrees to pay additional Preferential Location Charges as applicable.

## 5. Mode of Payment

That the Allottee shall make all payments in time or as maybe demanded by the Company from time to time and without any reminders from the Company through Local/ At Par A/c Payee Cheque (s) / Demand Draft(s) in favour of "Unnati Fortune Holdings Limited" payable at Noida.

### C. REPRESENTATIONS AND WARRANTIES OF COMPANY

Company has acquired exclusive developmental and marketing rights for the Project vide General Development Agreement dated 31-10-2011, executed by M/s. IVRCL Limited (formerly known as IVRCL Infrastructures and Projects Ltd.) being the owner, duly registered before the sub-registrar of assurances.

The Owner has acquired leasehold rights for 90 years in respect of Plot No. GH-02, Sector-119, Noida, Uttar Pradesh (hereinafter referred to as "the Plot or Land") vide lease deed dated 23-03-2007 executed by New Okhla Industrial Development Authority (NOIDA) in favour of the Owner (hereinafter referred as "lease deed").

Company is in absolute possession of said Plot area measuring 72,594 sq. meters which has been allotted for the residential development and the Company is in process of developing the Land by constructing thereon the proposed Building/Project in the name and style of "THE ARANYA".

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

Company represents that it shall complete the construction of the said project in all respects and shall make the building ready for occupation & possession as herein, unless the construction is stopped or delayed on account of factors beyond the control of Company, as stipulated in the later part of this Letter of Allotment.

### D. REPRESENTATIONS AND WARRANTIES OF ALLOTTEE

Allottee acknowledges that the Company has readily provided all information & clarifications as required by him/ her and that he/ she has not unduly relied upon and is not influenced by any architect's plans, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents/ brokers or otherwise or any other data except as specifically represented in this Letter of Allotment and that the Allottee has relied solely on his/ her conscious judgment and market investigation in deciding to enter into this Letter of Allotment and to purchase the said unit.

The Allottee has perused the title documents and has satisfied himself / herself about the title and the authority of the Company to construct the said project and allot/ sell/ lease or transfer the ownership rights in the said project, in full or in parts, on such terms as they deem fit and receive the consideration for such transfers. The Allottee agrees that there shall be no further investigation/objection by him in this regard and further that he fully satisfied of the competency of the Company to enter into this Letter of Allotment.

The Allottee is/ are fully aware, have/ has understood all the limitations and obligations imposed by New Okhla Industrial Development Authority while granting lease hold rights to the Owners and agrees that this Letter of Allotment shall be subject to the terms and conditions of lease deed.

The Allottee has confirmed to the Company that he/ she has full knowledge of all the laws, rules, regulations, notifications etc. in general and applicable to the said Project/ said Building in particular and the terms and conditions contained in this Letter of Allotment and that he/ she has clearly understood his/ her rights, duties, responsibilities, obligations under each and all the clauses of this Letter of Allotment.

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

#### E. CONDITIONS OF ALLOTMENT

The allotment of the Unit is purely provisional in nature and is subject to change in Unit size, specifications, amenities, equipments or in any other manner due to the architectural plan, the building stipulation, architectural control plans and any change necessitated in the building due to logistics operating at that particular point of time or to bring in harmony in respect of the user of the premises or provision of the services or for any other reason and the Allottee hereby agree and accept the authority and power of the Company for any such variation / change.

In case of variation in area to the extent of 5% of the floor area space either in excess or in deficiency, the rates as agreed herein above shall operate. However, in case variation is more than 5% the cost adjustment for the variation in excess of 5% would be done at the then prevailing market rate. The decision of the Company in respect of market rate would be final and binding on the Allottee. The Company may be guided by the value of the latest transaction. However, this criteria is only illustrative and not exhaustive.

In the event of change in the Unit size or it's location desired by the Allottee, the Allottee shall make a fresh application and the money advanced vide this Letter of Allotment shall be adjusted towards the cost of the new Unit at the then prevailing rates. However, the new application shall be subject to the availability of the desired space and the decision of the Company on the same shall be final. The Allottee has agreed to abide by terms and conditions imposed by Company for change in Unit.

### 4. Earnest Money

That out of the amount paid/payable by the Allottee for the Unit, the Company shall treat 15% of BSP of the said Unit as Earnest Money to ensure the fulfillment by the Allottee of the terms and conditions of Application and this Allotment Letter. The Company shall forfeit the Earnest Money, together with any interest due and payable, brokerage paid/payable and other amounts of non-refundable nature, including statutory taxes, in the event of failure of the allottee to perform any of his obligations as herein or any terms and conditions of the Application or any event of default as described herein. Balance amount if any will be refunded to the Allottee, only after resale of the unit, by the Developer.

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

#### 5. Time is the Essence

The timely payment of the balance sale consideration by the Allottee as per the payment schedule herein agreed is the essence of this Letter of Allotment. It shall not be obligatory on the part of the Company to send Demand notices/reminders for the payments to be made by the Allottee as per Payment Schedule. If any installment is delayed/ not paid as per the Payment Plan, the Company will charge interest @ 18% p.a. on the delayed payment for the period of delay, however, if it remains in arrear for more than 90 days, the allotment shall automatically stand cancelled without any further intimation to the Allottee, unless otherwise provided by the Company and the Allottee shall have no right or lien whatsoever on the Unit. In such case, the amount deposited upto 15% of the Basic Price of the Unit, constituting the Earnest Money, interest on delayed payment, broker's charges (in case booking is done through a broker) and any other charges of non-refundable nature shall stand forfeited and discount if any given at the time of booking of Unit be withdrawn, which shall hence become recoverable/adjustable from Allottee and the balance amount payable, if any, shall be refunded without any interest. In such a case the Company may restore the allotment or by allotting the allotted Unit or an alternate Unit, subject to availability, which may be offered in lieu of the same. Further, any payment received from the Allottee shall be first adjusted towards interest and other dues, if any and thereafter against the instalment due as per the Payment Plan.

The Allottee will not be entitled to delay the payment due to the Company for want of certain clarifications and enquiries related to this Allotment Letter or the progress of Project or otherwise for any reason.

### 6. Use of Common Areas and Common Facilities

Notwithstanding the fact that a portion of the common areas has been included for the purpose of calculating the area of the said premises, it is repeatedly and specifically made clear that it is only the inside space in the premises that has been agreed to be allotted and the inclusion of the common areas in the computation does not give any interest or right therein as such to the Allottee, except as provided hereunder. It is however, agreed that if the maintenance and replacement charges are paid regularly as provided under this Letter of Allotment, Allottee will have a right of use of common facilities, in default of such payment, it shall not be open to the Allottee to claim any right of use of common facilities, for none has been agreed to be transferred by these present. Similarly, if the Allottee commits any breach of any of the covenants herein, no right of use of facilities shall be permitted until the breach is rectified and the Company or any other body or association as hereinafter mentioned are assured that there will be no future repetition of such a breach.

Except for the floor area allotted, all the residuary rights in the said plot of land and the building shall vest with the Company, interalia Company shall maintain common areas and facilities by itself or through any other agency and shall be entitled to charge the maintenance and upkeep charges.

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

## 7. Right of Further Construction and Roof Right

The Company has made clear to the Allottee that it shall be carrying out extensive development /construction activities in project "THE ARANYA" situated at GH-2, SECTOR-119 NOIDA U.P INDIA now and for long time in future in the entire area falling outside the land underneath the block in which the Unit is located and the Allottee has confirmed that he shall not raise any objection or make any claims or fail to pay installments in time as stipulated in the Schedule of Payments on account of inconvenience, if any, due to such construction activities. The Allottee hereby agrees that in case after the completion of the Building, if any further construction on the plot or the building becomes permissible (extended FAR), the Company alone shall have the right to such additional constructions and Allottee shall not have any right therein, whatsoever.

The developer has informed and the buyer has clearly understood that the saleable area has been calculated anticipating expected enhancement in the F.A.R to 3.5 or more as reported, as against the present sanctioned F.A.R of 1.5. It is further clarified by the developer and clearly understood by the buyer that with the sanction of enhanced F.A.R., the developer shall have the absolute and exclusive discretion, power and authority to construct / develop additional floors in the respective towers and to construct additional towers as well as carry out additional construction, change construction plans for development of common area, green area or any other space reserved for parking in the project and internal roads in the project complex and the buyers shall have no objection whatsoever in this regard. The developer shall be the sole and exclusive owner of the property so constructed / proposed to be constructed at any time within the permissible sanction limits of F.A.R. It is taking into account such discretion and authority of the developer that the saleable area has been calculated on the basis of enhanced F.A.R.

The buyer agrees that in case during the course of construction and/or after the completion of the building(s) in the complex, if further construction anywhere, and on any portion of the plot or building or on the terrace becomes permissible including on the piece of plot of land on which the Block/Building, wherein the flat of the buyer is located is constructed/is under construction; the developer shall have the exclusive right to take up or complete such further construction as belonging to the developer, without any objection and/or hindrance from the buyer and the buyer will in no way interfere with such right of the developer. This is agreed besides and in addition to the agreed clauses mentioned hereinabove giving right of additional construction/expansion to the developer on account of enhancement in the F.A.R.

Further, the roof rights shall always remain with the Company unless specifically granted in favour of Allottee. The Company reserves the right to give on lease or hire the terraces above the top floor of tower/complex for installation and operation of antenna, satellite, communication equipments or to use/hire/lease the same for advertisement or any other purpose or make further construction and the Allottee agrees that he shall not object for the same.

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

## 8. Drawings and Plans are Provisional

The drawings displayed in the office of the Company and promotional literature are "Provisional" and subject to change in Unit size, specifications, amenities, equipments or in any other manner due to the architectural plan, the building stipulation, architectural control plans and any change necessitated in the building due to logistics operating at that particular point of time or to bring in harmony in respect of the user of the premises or provision of the services or for any other reason and the Allottee hereby agree and accept the authority and power of the Company for any such variation / change either by the Sanctioning Authority/ Architects or Company during the course of construction without any objection (s) or claim (s) from the Allottee.

The construction of the Building/Complex and the Unit including material, equipment, plants and fixtures shall be installed subject to the right of the Company to amend the specifications in order to substitute material, equipment, plants and fixtures of similar quality subject to directions of competent authority or due to force majeure, conditions beyond the control of the Company.

In case a particular unit is omitted due to change in the plan or the Company is unable to hand over the same to the Allottee/s for any reason beyond its control, the Company may offer alternate unit of the same type and in the event of non-acceptability by the Allottee/s or non- availability of alternate unit, the Company shall be responsible to refund without interest, only the amount received from the Allottee/s and shall not be liable to pay any damages, compensation etc. to the Allottee/s. In the event of Company abandoning the Project altogether, for any reason whatsoever, the Company shall be entitled to terminate this allotment and refund the amounts paid by the Allottee without interest and to pay no other compensation whatsoever.

## 9. Payment of Government Charges, Rates, Dues Or Taxes

That any levy or charges levied by the Government or Semi Government Authority shall be borne by the Allottee in proportion to their super areas and be paid, as and when, levied and demanded. The Company may also levy proportionate additional charges in case the State/ NOIDA or any other statutory body levies and charges in respect of the said plot in question or in respect of the construction thereon and the Allottee hereby agrees to pay the same as and when demanded. Further, the Allottee shall pay External Development Charges/Internal Development Charges, if applicable, all government charges, rates, dues or taxes of all and any kind by whatsoever name called, whether levied now or in future, as the case may be, effective from the date of booking on pro-rata basis with respect to the said Unit. In the event of any increase in such charges whether prospective or retrospective whether before or after the conveyance deed has been executed, these charges shall be treated, as unpaid sale price of the said unit and the company shall be entitled to recover the same from the Allottee.

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

## 10 Upkeep and Maintenance of Building/Project

The upkeep, maintenance and management of the building and of common areas, maintenance, and operation and up keep of plant and machinery shall be organized by the Company or its nominated Maintenance Agency. Allottee shall also sign and execute a Maintenance Agreement for upkeep and maintenance of the common areas, services, facilities and installations of the Project. The said Agreement shall spell out in detail the services and facilities to be provided and maintained in relation to the Unit.

The Allottee shall deposit an interest free security Deposit as per the terms of the maintenance agreement with the Company at the time of taking over possession of the Unit. The Allottee shall pay maintenance charges fixed by Company/ Maintenance Agency as per the terms and conditions of this Letter of Allotment and the Maintenance Agreement.

All expenses of consumable nature including electricity and water consumption charges shall be billed every month as per actual consumption to each Allottee and the same shall become payable within 7 days from the date of bill.

That the Building structure including all plant, machinery and equipment shall be insured against fire and earthquake and civil commotion by the Company and the insurance charges for the same shall be recovered from all the Unit owners on proportionate basis of pro-rata super area.

### 11 Transfer of Interest

The Allottee shall not be entitled to transfer rights in the allotment and the said unit and/ or get the name of his/ her nominee (s) substituted in his/ her place without prior approval of the Company. The Company, in its sole discretion, may allow or refuse the same on such terms and conditions as it may deem fit and proper. In case of Allottee seeking transfer rights of the allotment, the Allottee shall be permitted to do so only on submission of appropriate letter of request for transfer in favour of the subsequent prospective Allottee/ person in whose favour the Allottee seeks transfer. The said Letter of request would be duly signed by all the concerned parties and would be accompanied by a no objection letter/ certificate from the concerned Employer/ Financial Institutions or Banks where the payment against the said booking was made by the Allottee by raising funds/ loans from any Employer / Financial Institutions/ Banks. The Allottee shall have to pay administrative/transfer charges to the Company as per Company policy for effecting such transfer or allotment. Company reserves the right to revise transfer charges at any time without giving any prior notice to the Allottee.

If upon such subsequent transfers, any charges, levies or duties are required to be paid to any authority or authorities the same shall be paid by the Transferor (Allottee).

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

## 12 Compliance of Laws Relating to Remittances

The Allottee, if resident outside India, NRI and/or PIO shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act1999 or RBI rules and guidlines and other applicable laws including any amendments, modifications thereto, that of remittance of payment(s) and for acquisition of the immovable property in India.

Company shall not be responsible towards any third party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application/Allotment of Unit applied for herein.

# 13 Completion Of The Project And Handover Of Possession

The Company based on its present plans and estimates and subject to all just exceptions, contemplates to complete construction of the said Building and offer possession by 18 months from the date of execution of this letter of allotment, with a grace period of six months, unless there is delay or failure due to reasons of force majeure or governmental action/inaction, court order or due to failure of Allottee to pay in time the price of the said Unit along with other charges and dues in accordance with the schedule of payments. The Company shall issue a notice in writing to every Allottee for taking over possession provided all dues and demands, payable upto the date of such possession by the Allottee have been paid to the Company along with interest on delay and taxes, if any and execution of maintenance agreement on the format provided by the Company. The Allottee shall be liable for payment of maintenance charges as fixed by the Company or any maintenance agency appointed by the Company for maintenance of common areas of the Project/ Building with effect from the date of notice of offer of possession. In case the Allottee fails to take possession of his Unit within 30 (thirty) days from the date of possession as notified to him in possession letter, the Allottee shall additionally be liable to pay holding charges @Rs.5/- per sq.ft. per month calculated on super area and the Company will withhold conveyance or handing over for occupation and use the said Unit until entire holding charge along with overdue interest is paid by the Allottee. Further, the Company shall not take any responsibility for any loss or damage or otherwise in respect of such unoccupied Unit.

In the event the construction of the Unit is not completed and possession is not offered within the time specified as hereinabove, the Company shall be liable to pay delay penalty @Rs.5 per sq.ft. per month for the period beyond grace period till offer of possession provided that the Allottee has not defaulted in making payment of instalments as per Payment Schedule.

The Allottee agrees that after taking possession of the Unit, the Allottee shall not make any claim against the Company in respect of any item of work in the Unit or in respect of any design, specifications, building material used or for any other reason whatsoever.

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

## 14 Conveyance

The subject to the clearances as may be required in terms of statutory laws/rules, all the conveyances would be executed and registered in due course after all dues of the Company and other statutory dues and other expenses or charges have been paid in full by the Allottee. In installment /deferred payment cases, the conveyance deed will be executed only after receipt of the full sale consideration and other dues from the Allottee. The Conveyance Deed shall be in the form and content as approved by the Company and NOIDA or any other local or government body.

It is specifically made clear by the Company and the Allottee has/have clearly understood that the conveyance of the said unit by the Company/Owners in favour of the Allottee shall be of the nature of a sub-lease or any other format approved by the Company and NOIDA. After the conveyance deed the Allottee shall will have the right to further transfer the said unit, subject to the Allottee and transferee fulfilling all the terms and conditions of this Letter of Allotment. The terms and conditions of this Letter of Allotment shall prevail inspite of execution of the conveyance deed in favour of the Allottee, implying that, the conveyance deed shall not override but only supplement this Letter of Allotment.

## 15 Expenses

All the expenses relating to the execution, registration of the conveyance/Sub-Lease deed, including the expenses and stamps, registration fee, transfer charges, counsel fee etc. shall be borne by the Allottee exclusively.

#### 16. Force Majeure

If the performance of the Letter of Allotment by either Party is prevented, in whole or in part, by reasons beyond and control of such affected party which it could not avert in spite of best endeavour and due diligence, the reasons being (i) acts of God (ii) strike or lockout, (iii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbance or (vii) inevitable accidents (viii) governmental action/inaction, (ix) non-availability of steel or cement or any other building material or water supply or electric supply, (x) any Act, Notice, order, Rule, Notification of Government or any competent authority, the consequences in the following paragraph will follow.

In such an eventuality, the affected party shall be excused from performing during the subsistence of the force majeure provided that the occurrence of such an event is brought to the knowledge of other party.

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

#### 17 Association of Flat Owners

At an appropriate time the Company will promote a Co-operative Society/association or some other body corporate of allottees of the Building/Complex to take over from the Company the responsibility of maintenance and preservation of building/complex and operation common services. The Allottee shall have to join such Association and to pay fees and subscription charges and to complete such documentation as the Company deem fit for this purpose.

#### 18 Termination/Cancellation of Allotment

Following shall be the Events of Default: (a) Failure to make payments within the time as stipulated in the Schedule of Payments as given in Annexure or failure to pay the stamp duty, legal, registration, any incidental charges, (b) Failure to take over the said Apartment by the Allottee for occupation and use within the time stipulated by the Company in its notice; (c) Failure to execute the conveyance deed within the time stipulated by the Company in its notice; (d) Failure to execute Tripartite Maintenance Agreement and/or to pay on or before its due date the maintenance charges, maintenance security deposits, deposits/charges for bulk supply of electrical energy or any increases in respect thereof; (e) Assignment of this Agreement or any interest of the Allottee in this Letter of Allotment. without prior written consent of the Company; (f) Dishonour of any Cheque(s) given by Allottee and failure to provide Demand Draft in lieu thereof, for any reason whatsoever; (f) any other breach of this Letter of Allotment.:

On the occurrence of Event of Default the Allottee(s) hereby authorizes the Company to cancel the Allotment of the Unit and forfeit Earnest Money together with any interest on installments, interest on delayed payment due or payable and any other amount of a non-refundable nature including brokerage paid by the Company to the brokers in case of booking is done through a broker. The amount, if any, payable/refundable shall, however be refunded to the Allottee(s)/ the fi nancial institution as the case may be by the Company without any interest after re-allotment of the Unit and after compliance of other formalities by the Allotment(s).

Notwithstanding anything above, if any misrepresentation/concealment/suppression of material facts are found to be made by the Allottee, the Company shall be entitled to cancel the Allotment and forfeit Earnest Money and other charges as herein contained.

The Allottee(s) understands and agrees that if he requests the Company for cancellation/revocation of this Allotment, than 15% of the Basic Price of the Unit constituting the Earnest Money, interest on delayed payment, broker's charges (in case booking is done through a broker) and any other charges of non-refundable nature shall be deducted. The Allottee shall along with request for cancellation forward no objection of the broker.

The Allottee agrees and confirms that the reserved parking space allotted to the Allottee shall automatically be cancelled in the event of cancellation, surrender, re-possession of said Unit under any of the provisions of Allotment Letter. In no case the Allottee will have the right to enclose or raise boundary around the parking allotted to him.

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

#### F. MISCELLANEOUS

The Allottee will use the said Unit only for uses permitted in Zoning Plan/Building Plans approved by NOIDA and/or other authority(ies), body(ies) etc.

The Unit shall be utilized for the purpose of Residence Only and for no other purpose.

The Allottee undertakes not to indulge into any activity detrimental to the project or adversely affecting the progress of project or adversely influencing any member/person by any direct or indirect act or adversely affecting smooth operation of the project. If at any time in the opinion of the Company, the Allottee is found indulging in such activities, the Company will be entitled to terminate this Allotment forthwith or undertake any other remedy under law as the Company may deem fit.

The Land shall not be interfered or encroached upon by the Allottee and Allottee at no point of time i.e. in present or in future seek the partition of the property/land underneath and endorsement of the same in the Revenue records.

In case the allottee wants to avail any loan facility from his employer or financial institutions or bank to facilitate the purchase of the Unit, the terms of the financing agency shall exclusively be binding and applicable upon the Allottee only and the entire responsibility of getting the loan sanctioned and/or disbursed in accordance with the Company's payment plan shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed for any reason whatsoever, the payment of the Company, as per payment plan, shall be ensured by the Allottee, failing which, the allotment of intending Allottee may be cancelled as per terms herein contained.

The Allottee shall have no objection in case the Company creates a charge on the Project by raising any loan from any bank or financial institution during the course of development of the Project. However, possession of the Apartment to the Allottee shall be handed over free of charge, if any.

That this Letter of Allotment records the complete agreement between the parties and supersedes all previous, if any, correspondences, understandings, agreements executed by the parties. Notwithstanding above, the Allottee shall continue to be bound by the terms and conditions of the Application for Booking. Further, this Letter of Allotment shall subsist and its terms and conditions shall remain in full force and have binding effect as between the Company and Allottee inspite of the execution of Conveyance Deed in favour of Allottee.

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

That the failure of either parties to insist upon strict performance of any provision of this Letter of Allotment or to exercise any option, right or remedies, contained in this Letter of Allotment shall not constitute a waiver or a relinquishment for the future of such provision, option, right or remedy. No waiver by either party of any provision of this Letter of Allotment shall be deemed to have been made unless expressed in writing and signed by such party.

If any provision of this letter of Allotment or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this letter of Allotment and application of such provision to the persons or circumstances other than those to which it is held invalid or unenforceable shall not be effected thereby and each provision of this Letter of Allotment shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this letter of Allotment shall be replaced with a provision, which is valid and enforceable and most nearly reflected the original intent of the invalid or unenforceable provision.

Each provision for right, power and remedy herein or hereafter existing by law, in equity by law or otherwise shall be cumulative, and the exercise or the forbearance of exercise by either party of one or more of such rights, power or remedies shall not preclude the simultaneous or later exercise by such party of all such other rights, power or remedies.

Two copies of this Letter of Allotment have been prepared, one to be retained by the Company and other to be retained by the Allottee.

All notices and other communications under the letter of Allotment shall be made in writing and delivered by certified or registered mail at the notified addresses of the addressee (the current addresses being set out herein). Any such notice or communication shall be deemed to have been duly given and served on the third day of the putting the notice/communication in the course of transmission if sent via certified or registered mail. The Allottee shall keep the Company informed in writing about any change in his/her postal address.

In case of joint allottees, all communications shall be sent by the Company to the Allottee whose name appears first and at the address given by him in this Letter of Allotment, shall for all purpose be considered as served on all the Allottees and no separate communication shall be necessary to the other named Allottee (s). The intending Allottee has agreed to this condition of the Company.

#### **G. INDEMNIFICATION**

That the Allottee hereby indemnifies and agrees to keep the Company indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the Company may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and/or any other such charges payable by Allottee in respect of the said Unit in said project from the date of booking. And Company also agrees to keep Allottee indemnified and harmless against action by any government authority on account of the title of the Company.

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

#### H. DISPUTE RESOLUTION

That any dispute in the interpretation of any clause of this Letter of Allotment shall be referred for arbitration to a sole Arbitrator to be appointed by the Company, whose decision shall be final and binding on both the parties. The arbitration proceedings shall be conducted at Noida and shall be carried out in terms of the Arbitration and Conciliation Act, 1996.

The Courts at District Gautam Budh Nagar alone will have the exclusive jurisdiction over this letter of Allotment to the exclusion of all other courts and the letter of Allotment shall be set to and construed in accordance with the laws of India.

Date:	Yours faithfully,	
Place: Noida	For and on behalf of : M/S. UNNATI FORTUNE HOLDINGS LTD. B-117 SECTOR-67 NOIDA-201301 U.P	
ACKNOWLEDGEMENT:		
We have fully read and understood the terms and conditions contained in this Letter of Allotment and agrees to abide by the same.		
Signature of Allottee(s):		
Name of Allottee(s):		

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)

# **ONLY FOR TRANSFER CASES**

# Annexure - B (Assignments)

FIRST ASSIGNMENT	Date of Assignment:
Name and Address of Allottee on record	Signature
Name and Address of Assignee	Signature

# **Signature of Authorized Signatory of Company:**

SECOND ASSIGNMENT	Date of Assignment:
Name and Address of Allottee on record	Signature
Name and Address of Assignee	Signature

# **Signature of Authorized Signatory of Company:**

THIRD ASSIGNMENT	Date of Assignment:
Name and Address of Allottee on record	Signature
Name and Address of Assignee	Signature

# **Signature of Authorized Signatory of Company:**

For UNNATI FORTUNE HOLDINGS LTD.

Customer Signature(s)