



ALLOTMENT LETTER



Winsten Park
your own ip address



उत्तर प्रदेश UTTAR PRADESH

DT 636056

ALLOTMENT LETTER

This allotment letter is issued on this ____ day of ____ 20 ____ by M/S SKV Infotech Pvt Ltd., a Company incorporated under the Companies Act, 1956 having its Corporate office at B-68, Sector-63, Noida, Gautam Budh Nagar (U.P.) and site office at Winsten Park, Plot No. 17, Knowledge Park -V, Greater Noida, Gautam Budh Nagar (hereinafter referred to as the COMPANY, which expression shall include its assigns and successors etc. unless the subject and context requires otherwise).

**IN FAVOUR OF
APPLICANT**

Mr./Mrs./Ms. _____

Father's/Husband's Name _____

Age _____ Major/Minor _____ Pan No. _____

Occupation _____ Designation - _____

Name of the Company/Office _____

Address of the Company/Office _____

Co/ Applicant (1)

Mr./Mrs./Ms. _____

Father's/Husband's Name _____

Age _____ Major/Minor _____ Pan No. _____

Occupation _____ Designation - _____

Name of the Company/Office _____

Address of the Company/Office _____

Co/ Applicant (2)

Mr./Mrs./Ms. _____

Father's/Husband's Name _____

Age _____ Major/Minor _____ Pan No. _____

Occupation _____ Designation - _____

Name of the Company/Office _____

Address of the Company/Office _____

RESIDENTIAL STATUS

Resident/Non-Resident/Foreign National of Indian Origin/Others _____
(Please Specify)

Nationality _____ Mailing Address _____

_____ Pin Code _____

Telephone Residence _____ Office _____ Fax No. _____

Mobile No. _____ E-Mail _____

Permanent Address _____

_____ Pin Code _____

(Hereinafter referred to as the ALLOTTEE(S), which expression shall include his/her assigns and Successors etc. unless the subject and context requires otherwise).

To

--	--	--

(Sole / First Applicant)

(Co-Applicant (1))

(Co-Applicant (2))

Please refer to your application dated..... with M/S SKV Infotech Pvt Ltd., having its registered office M-18, Greater Kailash, Part-II, New Delhi-110049 (Corporate office : B-68, Sector-63, Noida , U.P.) We are pleased to allot you a unit in residential complex at Winsten Park, Plot No. 17, Knowledge Park -V, Greater Noida, Gautam Budh nagar, (U.P.) as per details below:

This allotment is subject to the terms and conditions detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document. This cancels all previous allotment letter issued against this allotment, if any. You are requested to quote the allotment number in all future communication with us.

One BHK Unit No. _____ / Floor _____ / Tower _____ / Super Area _____ (Sq.ft.)

TOTAL PRICE (Inclusive all charges payable along with basic cost without taxes) Rs. _____ /-

(Rupees _____

_____ Only)

Company

Allottee(s)

Payment Recieved Vide

Booking Amount : Rs. _____ /-

Receipt no _____ dt. _____ Rs _____ /-

Receipt no _____ dt. _____ Rs _____ /-

Receipt no _____ dt. _____ Rs _____ /-

Receipt no _____ dt. _____ Rs _____ /-

Receipt no _____ dt. _____ Rs _____ /-

Receipt no _____ dt. _____ Rs _____ /-

Receipt no _____ dt. _____ Rs _____ /-

(The Allotment Letter is subject to realization of the booking amount cheque /draft.)

Application form no. _____ dated _____

Unit Schedule

Particulars	Rate	Recd.Date	Amount	Due Date	Amount
Basic					
Lease Rent					
IFMS					
Elec.+Power Backup _____ KVA					
Other charge if any					
Total Sale Price					
Less : Amount Received					
Amount due on or before					
Balance at the time of possession					
Car Parking	Open <input type="checkbox"/>		Covered <input type="checkbox"/>	No <input type="checkbox"/>	
Club membership	Yes <input type="checkbox"/>		No <input type="checkbox"/>		

Company _____

Allottee(s) _____

POSSESSION

Possession of the unit will be given within _____ months from the date of commencement of construction subject to the receipt of the entire Basic Price, other charges, registration charges and any other charges as may be intimated by the Company. Further the possession of the unit will be given after the execution of the Sale/lease deed in favour of the Allottee's.

*The installment demand notice given by the Company shall be to the effect that installment has become due as stated above shall be final & binding on customer. It is also made clear that timely payment of all installments is essence of this allotment.

PAYMENT PLAN: DOWN PAYMENT / INSTALLMENT

Note: - Payments to be made by A/c Payee Cheque (s) / Demand Draft (s) only in favour of "SKV Infotech Pvt Ltd." payable at Delhi as per Payment Plan attached to this Allotment Letter as Annexure "A".

COMPANY'S REPRESENTATIONS:

WHEREAS The SKV Infotech (P) Ltd. has acquired the right by virtue of registered Lease Deed dated 30.07.2013 executed in its favor of and got the right of construction, development and sale of IT/ITES OFFICE/ INSTITUTIONAL/ RESIDENTIAL BUILT-UP SPACE proposed to be built on portion of Plot No. 17, Knowledge Park-V, Greater Noida, admeasuring 40470 sq. mtr.

AND the Company shall develop the said of IT/ITES OFFICE/ INSTITUTIONAL/ RESIDENTIAL BUILT-UP SPACE of Land by constructing thereon a project known as "WINSTEN PARK" in accordance with the sanctioned building plans and necessary permissions from the concerned government authorities. The Company intends to carry the development/construction of the complex in different phases and shall allot the flats to the intending buyers.

ALLOTTEE'S REPRESENTATIONS:

AND WHEREAS the Allottee has represented that he has applied for allotment of said Residential Space/Unit with full knowledge of all laws/ notifications and rules applicable to the area in general and the arrangements pertaining to the said project named as "WINSTEN PARK"; and has satisfied himself in respect of ownership title of the property in particular which have been explained by the Company and understood by him.

AND WHEREAS the Allottee has represented that he has seen the relevant documents/papers pertaining to the said project and is fully satisfied that the title in the of IT/ITES OFFICE/ INSTITUTIONAL/ RESIDENTIAL BUILT-UP SPACE of the Land of the said project is marketable and the Company has right and authority of marketing the said project and to sell/sub-lease of IT/ITES OFFICE/ INSTITUTIONAL/ RESIDENTIAL BUILT-UP SPACE to its Allottees. The Allottee has also seen and understood the plans, designs, and specifications of the said of IT/ITES OFFICE/ INSTITUTIONAL/ RESIDENTIAL BUILT-UP SPACE and the said project and is willing to purchase the of said Residential Space/Unit.

AND WHEREAS the Allottee has fully satisfied himself as to the right/ title of the Company over of IT/ITES OFFICE/ INSTITUTIONAL/ RESIDENTIAL BUILT-UP SPACE of land, building plans and all other documents relating to the title, competency and other relevant details and has read the contents, development plan for project and facilities and terms and conditions of the Lease Deed executed by Greater Noida Authority in favour of the Company. The Allottee has confirmed to the Company that he is entering into this Allotment Letter with full knowledge of

Company

Allottee(s)

all the terms and conditions contained in this Allotment Letter and that he has clearly understood his rights, duties, responsibilities, obligations under each and all the clauses of this Allotment Letter.

AND WHEREAS the Company, relying on the confirmations, representations and assurances of the Allottee, to faithfully abide by all the terms, conditions and stipulations contained in this Allotment Letter has accepted in good faith his application to allot the said Residential Space/Unit and is now willing to enter into this Allotment Letter on the terms and conditions appearing hereinafter.

And whereas as per Township Norms, the land will be used as per terms and conditions for allotment of residential township / lease deed i.e. commercial, institutional, residential etc. purposes and the whole township will be developed in phases.

AND WHEREAS the Company, to develop a Residential Complex has obtained all requisite license, permission and approval etc. for the same from the Authority.

NOW THIS ALLOTMENT AGREEMENT WITNESSETH AS UNDER:

A. PAYMENTS

1. That the timely payment of installment as indicated in the payment plan is the essence of the scheme. If any installment as per the schedule is not paid by the due date, the Company will charge interest at the rate of 18% p.a. on the delayed payment for the period of delay. However, if the same remains in arrear for more than three consecutive installments, the allotment will automatically stand cancelled without any prior intimation to the Allottee's and the Allottee(s) will have no lien on the unit. In such a case, 10% of the total basic price of the unit will stand forfeited and the balance amount, if any, after the compliance of terms mentioned hereunder in clause 3, will only be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment exceeding three months by charging interest @ 18 % p.a. and restore the allotment in case it has not been allotted to someone else on the waiting list. In such a situation, an alternate unit, if available, may be offered in lieu of the same.

2. That for preferentially located units, extra charges will be payable, if any.

3. That in case the applicant, at any time desires for cancellation of the allotment, In case the proposed allotment is got cancelled by the Allottee(s) itself, for no breach or default of the Company, he/she shall be entitled to the refund of the amount paid by him/her, after deducting the earnest money, but without payment of any interest on the balance amount, paid by him/her. Such cancelation request shall only be entertained by the company after fulfillment of Terms & Condition which may be decided by the Company from time to time as per the amended by laws as well as Norms of the G.N.I.D.A (i.e. NOC from Channel Partner's / Broker's / Competent Authority as the case may be). It may be agreed to, though in such a case, Earnest money i.e. 10 % of the total basic price of the unit will be forfeited and the balance, if any, will be refunded without any interest.

4. That in case the Allottee(s) wants to avail of a loan facility from his employer or any financial institution or any bank 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 the 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), failing which, the Allottee(s) shall be governed by the provisions contained in clause 1 as above.

B. CONSTRUCTION AND COMPLETION

1. That the specifications for the unit are shown in the specification sheet appended. (as Annexure No. —B). Any additional/better specification for individual unit requested for by the Allottee(s) well in time may be provided, if technically feasible, which will be charged extra as demanded by the Company. Such demand for extra work / facility shall be binding on the allottee.
2. That the specification shown in the specification sheet are indicative only and that the Company may on its own provide alter/ provide additional/better specification and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons including non- availability of certain material of acceptable quality and price or due to popular demand or for reasons of overall betterment of the complex / individual unit. The proportionate cost of such changes will be borne by the Allottee(s).
3. That the Allottee(s) has seen and accepted the building plans, designs, specifications shown to him/her which are shown to him at the Company's corporate office at B-68, sector-63, Noida, G.B. Nagar and agrees that the Company may make such variations, deletions, additions, alterations and modifications therein as it may in its sole discretion deem fit and proper or as may be done by any competent authority at any time and the Allottee hereby gives his consent to such variations, change in specifications, additions, deletions, alterations and modifications. In the case of alteration/modification resulting in any change in the super area of the said Unit (up to +/- 5%) at the time of handing over possession of the said Unit to the Allottee(s), the company will neither charge extra or refund to the Allottee. The Company shall inform the Allottee(s) the changes which are over and above of +/- 5%, company will charge or refund on pro rata basis of the basic sales price from the Allottee.
4. That the Company shall, complete the said building(s) as per the said plans and specifications seen and accepted by the Allottee(s) with such additions, deletions, alterations, modifications in the layout and building plans and specifications as the Company may consider necessary or may be required by any competent authority to be made in them at any time. No further consent of the Allottee(s) shall be required for the said purpose. Alterations may inter-alia involve all or any of the changes in the said Unit, change in its area or change in the height of the building. If, as a result of the above mentioned alterations, there is either reduction or increase in the super area of the said Unit, no claim, monetary or otherwise will be raised or accepted except that the original agreed rate per sq. feet and other charges will be applicable for the changes in area i.e. at the same rate at which the said Unit were sold and as a consequence of such reduction or increase in the super area, the Company shall be liable to refund without interest only the extra price and other prorated charges recovered or shall be entitled to recover the additional price and other proportionate charges without interest as the case may be.
5. That the Allottee(s) hereby agrees that the Company shall at all times be authorized to change/relocate the Unit no., change the floor and its location without assigning any reason and the Allottee(s) hereby grants his/her consent to the same and under takes/assures the Company not to object to the Said Change.
6. That the Allottee(s) shall make all payments through demand draft(s) payable at Delhi only.
7. That the completion of the unit will be done as per the completion date subject to receiving the entire cost and other payments as per the terms of allotment. However, if the Allottee's opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. In case the Allottee's insists for early completion of the flat the Company shall try to do the same. In such a case, the discount offered on advance payment shall proportionally be reduced but early completion of the unit shall in any case not be binding on the Company.
8. That the drawings shown in the sale documents are totally provisional and tentative and subject to changes

by the architect/Company before or during the course of construction without any prior consent objection or claim from the Allottee(s). Within the agreed consideration costs, the Company shall endeavor to complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification, external development (which inter alia includes laying of road, water lines, sewer lines and electric lines within the complex subject to the price escalation clauses. The external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to the internal services are to be provided by the Company itself. The unit shall, in particular, comprise of specification as mentioned in the Specification Sheet.

9. That the Allottee's shall be offered membership of the recreational club in the complex for which admission fees is inclusive into other charges along with basic cost of above said flat. The Allottee(s) will not have any ownership right on the club or the club lawn. The allottee's will have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.

10. That the reserved/Covered parking space, if allotted, to the allottee with the flat, the same shall not have independent entity detached from the flat. The allottee shall not sell / transfer the reserved/covered parking space independent from the flat. The allottee may apply for additional parking space, which may be allotted subject to availability and as per the condition decided by Company. The allottee undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the complex.

11. That the following facilities will be provided by the Company on extra payment:

i) The stand by generator for running the lifts, tube well and water pumps shall be provided by the Company without any extra cost but if common generator lines or any other power back up system is provided within the residential units, the same shall be charged extra at a rate intimated by the Company. The running costs of the power back-up system to the independent units shall be proportionally borne by the allottee's over and above the general maintenance charges. The cost incurred in setting up of Electrical Sub Station/bulk supply of energy source shall be borne proportionately by the allottee him/her/their self and only after payment of that amount the allottee shall get NOC for independent electricity connection and for this electricity connection, the allottee will be liable to made the payment as per the Government norms.

(ii) Stamp Duty and other incidental charges are to be paid directly to the competent authorities for registration and execution of sale/lease deed.

(iii) Cost, security deposits, connection and allied charges for installation of electric meter, water meter, sewage connection, telephone connection etc.

12. The terrace rights of all the blocks are reserved with the Company. No construction shall be permitted on the terrace to the allottee's However the Company shall have the right to explore the terrace in case of any increase/change in the F.A.R., carry out construction of further independent units in the eventually of such change in the F.A.R. The allottee's hereby agrees the right of the Company to use the staircase and other facilities for the construction of the additional independent units.

13. The Allottee (s) hereby agrees that the price of the allotted unit is based on the prices of the material used in construction and labour cost pertaining thereto which was prevalent at the time of booking of the unit. The Allottee (s), however, gives his/her unconditional consent that if there is any increase / decrease in the prices of the construction materials and / or labour cost (hereinafter referred to as Escalation Charges) during the course of construction, then the same shall be paid by the Allottee (s) to the Company over and above the allotted unit price as mentioned in this Allotment letter. The Escalation charges shall be calculated from the date of booking and up to the date of possession as given in this allotment letter including the grace period of 6 months.

For the purpose of a fair and transparent calculation of Escalation Charges, the Reserve Bank of India (RBI)

Indexes as published in the RBI Monthly Bulletin for steel, cement, fuel; and power, other building construction material and labour shall be used as the basis of calculation and the Allottee(s) agree and accept that by choosing these RBI Indexes, the Company is ensuring highest level of fairness and transparency. The respective RBI Indexes for the calculation of the Escalation Charges in the cost of construction and labour cost are as below:

- I. Steel – Index published as Steel – Long in the category of Basis Metals, Alloys and Metal Products.
- II. Cement – Index published as Cement and Lime in the category of Non – Metallic Mineral Products.
- III. Fuel and Power – Index published as Fuel and Power.
- IV. Other Building Construction Material – Index published as All Commodities in the Index Number of wholesale price in India.
- V. Labour – Index published as Consumer price Index number for Industrial workers of Delhi.

It is mutually agreed and binding between the Allottee (s) and the Company that 50% of the total price of the allotted unit shall be treated as construction cost for the purpose of calculation of Escalation charges. Within the above stated construction cost, the components of steel, cement, other construction material, fuel and power and labour shall 15%, 10%, 40%, 5% and 30% respectively of the construction cost. The RBI indexes for the date of booking and the RBI indexes for the promised date of possession shall be taken as the opening and closing index respectively to calculate the escalation charges.

The escalation charges as intimated to the Allottee (s) shall be final and binding on the Allottee (s). The Allottee (s) agrees to pay the Escalation Charges within the stipulated time period as fixed by the Company and any delay in payment of escalation charges shall attract penal interest as applicable to defaulting installments. The Allottee (s) agrees that the Company shall handover the possession only after Allottee (s) clears the entire dues including Escalation Charges, if any. An example of the escalation Charges calculation has been attached to this agreement as Annexure C, for the convenience of the Allottee (s).

C. MAINTENANCE

1. The maintenance, upkeep, repairs, security, etc. of the building including the common lawns of the building/complex will be organized by the Company or its nominee. The Allottee agrees and consents to the said arrangement. The Allottee shall pay maintenance charges which shall be fixed by the Company or its nominee from time to time depending upon the maintenance cost. The Buyer has to sign a Maintenance Agreement with the Company or its nominee at the time of possession of the unit. In addition to the maintenance charges, there will be contribution to the Replacement Fund etc. Any delay in payments will result the allottee's liable to interest @ 18 % p.a.. Non-payment of any of the charges within the time specified will also dis-entitle the allottee's to the enjoyment of common services including electricity, use of lifts, club, water etc. The allottee consents to this arrangement whether the building is transferred to the Association of the flats buyers or other body corporate and shall continue till such time as the builder terminates the arrangement.

2. That the maintenance of the residential unit including all walls and partitions sewers, drains, pipes etc. shall be the exclusive responsibility of the Allottee(s) from the date of the possession. Further, the Allottee(s) will neither himself do not permit anything to be done which damages any part of the building, the staircase, shafts, common passages, adjacent unit/s etc. or violates the rules or by-laws of the Local Authorities. The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in rectification from the Allottee(s).

3. As getting requisite license and other approvals from the Authority so the Allottee(s) shall pay to Company or its nominee/ agency as appointed such Charges as may be determined for maintaining various services/ facilities in the township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and any such services and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government

or a local body for maintenance, in addition to the maintenance charges of the building and other charges. The Allottee (s) agrees to pay on demand taxes/ Cess of any kind whatsoever, whether levied now or in future on land and / or flat (s) as the case may be, from the date of allotment of the Flat and so long as each Flat is not separately assessed or such taxes for the land and /or buildings(s) /tower (s), same shall be payable and be paid by the Allottee (s) in a proportion to the area of his/her/their Flat (s). Such apportionment shall be made by the Company or its any other agency as appointed, as the case may be, and the same shall be conclusive, final and binding upon the Allottee (s)

4. All rates, House Tax/ Property Tax, Water tax, Sever tax, Wealth Tax, Service Tax, Cesses, Levis sales Tax, Trade tax, Metro Cess, VAT, ESI, PF and Taxes of all and any kind by whatever name called 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 the Allottee (s).

5. It is made clear by the Company and agreed by Flat Allottee that the payment of External Development charges that is included within total cost of the above said flat is levied, by whatever name called or in whatever form and with all such conditions imposed, by the U.P. Government and/or any competent authority(ies) and if in future there is increase in External Development Charges shall always be solely to the account of flat allottee to be borne and paid by all the Flat Allottee in proportion to the super area of their respective Flats to the total super area of all the Flats in all the building in the said Complex. Further more if such charges are increased (including with retrospective effect) after the sale/lease deed has been executed then such charges shall be treated as unpaid sale price of the said flat and the Company shall have the first charge/lien on the said flat for recovery of such charges for Flat allottee.

6. 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/tower for organizing meetings and small functions, the same shall be used on cost sharing basis.

7. That the Allottee (s) will allow the maintenance teams to have full access to and through his unit for the periodic inspection, maintenance and repair of the service conduits and the structure.

8. The terrace rights of the block vests with the Company. However the Allottee (s) shall have the right to approach the terrace for maintenance of water tanks, antenna etc.

D. POSSESSION

1. That the possession of the independent unit shall be offered to the allottee's only after the execution of the sale/lease deed of the unit duly registered in favour of the allottee's. The sale/lease deed shall be executed only after the entire payments and other dues and charges in respect of the allotment are cleared by the allottee's. Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

2. That all charges, expenses, stamp duty, official fees etc. towards sale/lease deed including documentation, will be borne by the allottee's. If the Company incurs any expenditure towards the registration of the unit, the same will be reimbursed by the allottee's to the Company. In case the stamp duty or other charges payable by the allottee's to the authority at the time of registration is discounted due to reasons of prior payment of some/all charges by the Company, such discount availed by the allottee's shall be reimbursed to the Company prior to registration.

3. That for computation purposes, the units are being allotted on the basis of super area, which means and includes built-up covered area of the unit plus proportionate share area of area falling under corridors, stairs, passages, lobbies, projections and architectural features, lift wells and rooms, mummies, common lobbies and toilets, circulation and refuge areas, balconies, if any and other common spaces within the blocks of the com-

plex. The built-up/covered area of the unit includes the entire carpet area of the unit, internal circulation area and proportionate area under internal and external walls and balconies.

The built up area shall be measured from the outer edge of the wall if it is not common and from the center of the walls if it is common. The method of calculation of the super area shall be binding upon all the parties.

Notwithstanding the fact that a portion of the common space has been included for the purpose of calculating saleable/super area of the unit, it is reiterated and specifically made clear that it is only the covered area of the unit that has been agreed to be sold and to which the allottee's will have exclusive right and the inclusion of the common areas in the computation does not give any title thereto as such to the Allottee(s).

4. That the sizes given are tentative and can be modified due to technical and other reasons. e.g. change in position or design of the unit, number of the unit, its boundaries, dimensions or its area. The Company shall be liable only for cost adjustment arising out of super area variations.

5. That 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 for any reason beyond its control, the Company shall offer alternate unit of the same type and in the event of non-acceptability by the allottee's or non-availability of the unit the Company shall be responsible to refund only the actual amount received from the allottee's till then with the Prevailing rate of bank interest, however Company will not be liable to pay any damages to the allottee's whatsoever. In case any preferentially located unit ceases to be so located, the Company shall be liable to refund the extra charges paid by the allottee's for such preferential location without any damages or compensation. Further the layout plans shown in the literature is tentative and is subject to change without any objection from the allottee's

6. The Company agrees and understands that timely delivery of possession is the essence of the Agreement. The Company, based on the approved plans and estimates, assures to hand over possession of the Said Land/ Flat within a period ofmonths from the date of commencement of construction by the Company unless there is delay due to Force Majeure conditions or circumstances beyond the control of the Company's, or unforeseen circumstances. In case there are any delays, the Company's shall keep the Allottee's fully informed and communicate new estimated date of possession.

If, however, the completion of the Building is delayed, for any reason whatsoever, Allottee agrees that the Company shall be entitled to the extension of time for delivery of possession of Flat, for a grace period of 6 months.

The Allottee agrees and confirms that, in the event it becomes impossible for the Company's to implement the project due to Force Majeure conditions, then this allotment shall stand terminated as if it has been terminated with mutual consent. Then the Company shall refund to the Allottee the entire amount received by the Company from the allotment, within 90 days from the date of happening of the Force Majeure conditions. After refund of the money paid by the Allottee, allottee agrees that he/ she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities under this Agreement.

7. That the possession period agreed upon is only indicative and the Company may offer possession before that date. In case of early possession, the balance installments shall become due immediately. The Allottee(s) has to take possession of the unit within 45 days of the written offer of possession from Company failing which the Allottee(s) shall be liable to pay watch and ward charges @ Rs. 5/- per sq. ft. of the super area per month. Further maintenance charges shall become payable after the expiry of the said of 45 days. In case of delay in possession of the unit within time (after expiry of grace period also that is 6 month) to the Allottee (s) subject to force majeure and other circumstances, the Company shall pay to the Allottee(s) compensation @ Rs. 5/- per sq.ft. of the super area per month after the period of delay which shall be adjusted at the time of execution of sale / lease

deed only and not before.

8. That the Allottee (s) after taking possession of the unit, shall have no claim against the Company in respect of any item of work in the unit, which may be said not to have been carried out or for non-compliance of any design, specification, building material or any other reason whatsoever.

However the Company shall be responsible for a period not exceeding 6 months from the date of offer of possession, if any deficiency is observed in the said unit and the same shall be rectified by the Company. Further, if the deficiency is caused due to the fault of the allottee's they shall not hold the Company responsible or liable for the same.

9. That the allottee's hereby agrees and undertakes that he/she/they shall after taking possession or receiving deemed possession of the said unit as the case may be, or at any time thereafter, have no objection to the Company constructing or continuing with the construction of other building(s) adjoining the unit sold to the Allottee.

10. That the independent unit under consideration shall be sold as an independent unit with impartible and undivided share in the land area underneath the plot; as well as the passages, stairs and corridors, overheads and underground water tanks and other common facilities.

E. GENERAL TERMS AND CONDITIONS

1. That the basis of calculating the proportionate charges payable by any Allottee(s) will be the proportion of the built up area of his unit to the total built up area of all units affected by that charge.

2. That the address given in the application form shall be taken as final unless any subsequent change has been intimated under registered A.D. letter. All demand notices, letters etc. posted at the given address shall be deemed to have been received by the Allottee(s).

3. That the Company shall have the right to raise finance from any Bank / Financial Institution / Body / Corporate and for this purpose create equitable mortgage against the construction or the proposed built up area in favour of one or more financial institution and for such an act the Allottee's shall not 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 of the complex.

Notwithstanding the foregoing, the Company shall ensure to have any such charge, if created, vacated on completion of the complex and, in such a case, before the transfer/conveyance of the title of the unit to the Allottee(s).

4. That the Allottee(s) agrees to furnish his/her Permanent Account Number (PAN) or Form No.: 60, as the case may be within 30 days from the date of execution of this allotment letter, if not furnished earlier.

5. That the Allottee's may undertake minor internal alterations in his unit only with the prior written approval from the Company. The Allottee(s) shall not be allowed to effect any of the following changes/alterations:

(i) Changes which may cause damage to the structure to the structure (Columns, beams slabs etc) of the block of the unit or to any part of adjacent unit. In case damage is caused to an adjacent unit or common area, the Allottee's will get the same repaired at his/her own cost and expense.

(ii) Changes that may affect the façade or common areas of the building e.g. changes in the window, tampering with the external treatment, changing of wardrobe position, changing the paint colour of the balconies and external walls, putting grills on doors and windows, covering of balconies and terraces with permanent or

temporary structures, hanging or paintings of signboards etc. In the interest of complex aesthetics, unauthorized display boards will be removed at the expense of the Allottee's.

(iii) Making encroachments on the common spaces in the building.

6. That in case of transfer of allotment/ ownership of unit, a transfer fees effective at the time of such transfer request shall be payable by the Allottee (s) to the Company. Transfer of the rights as allottee for the said apartment herein, will be at the discretion of the Company and will need its prior written approval from the Company. Administrative charges as prescribed by the Company from time to time will be paid by the allottee before the transfer. Any change in the name of allottee (including addition/deletion) as registered/recorded with the Company, will be deemed as transfer for this purpose. The Administrative charges for transfer of rights herein amongst family members (husband, wife and own children and real brother / sister) will be 50% of the normal administrative charges for every transfer. First transfer would be allowed only after the receiving of 50% payment of the total cost of flat.

7. That the development of the premises is subject to force-majeure clause, which includes delay for any reason beyond the control of the Company like non-availability of any building material due to market conditions, war or enemy action of natural calamities or any act of God. In case of delay in possession as a result of any notice, order, rule, notification of the government/ court of law / public / competent authority or any other reason beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time. In case of non-availability of materials at reasonable costs including those material mentioned in the specification sheet, the Company will be entitled to use alternative / substitute material without any claim from the Allottee (s).

8. The service area, if any, as may be located within the said project, as the case may be, shall be earmarked by the company to house services including but no limited to 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 project plans. The Allottee(s) shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the company of the maintenance agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Allotment Letter by the Allottee(s).

9. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of the above Complex from the banks/Financial Institutions after mortgaging the land/ Flats of the said complex, however, the sale/lease deed in respect of the said Flat in favour of allottee (s) will be executed & registered free from all encumbrances at the time of registration of the same.

10. Until a sale /lease deed is executed & registered, the Company shall continue to be the owner of the Flat and also the construction thereon and this allotment shall not give to the allottee(s) any rights or title or interest therein even though all payment have been received by the Company. The Company shall have the first lien and charge on the Flat for all its dues that may / become due and payable by the Allottee(s) to the Company.

11. That in case of Non Resident Buyers, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be responsibility of the Allottee(s).

12. That the Allottee's has fully satisfied himself / herself about the interest the title of the Company in the said land on which the unit as a part of group housing project is being constructed and has understood all limita-

tions and obligations in respect thereof and there will be no more investigation of objection by the Allottee(s) in this respect.

13. That in case of joint Allottee(s), the Company may, at its discretion, without any claim from any person deem correspondence with any one of the joint Allottee(s) sufficient for its record.

14. That for all intents and purposes, Singular includes plural and masculine includes feminine.

15. Until a Tripartite sublease deed is executed & registered between company, GNIDA and the Allottee(s), the Company shall continue to be the owner of the said Unit and this allotment shall not give to the Allottee(s) any right, title or interest therein even though all payment have been received by the Company.

16. This allotment is subject to the terms and conditions of sanction of layout plan issued by Greater Noida Authority under the provisions of The Greater Noida Authority area Building Regulation, 2002 and U.P. Industrial Area Development Act, 1976 and Rules there under and/or licenses issued by the Town and Country Planning Department, U.P. in respect of the said land/said project to the company and the allottee(s) hereby accepts and agrees to abide by the same within the scope of THE UTTAR PRADESH APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) ACT, 2010 as amended.

17. That the Allottee(s) shall abide by all Regulations, By-laws, directions and Guidelines of the GNIDA framed under section 8, 9, and 10 or under any other provisions of U.P Industrial Development Act 1976 and rules made therein.

18. That The Allottee(s) undertakes to abide by and fulfill the norms and standards set up by the Department of IT and Electronics, Govt. of U.P. for the setting up the project of IT industries and call centers as enumerated above to claim exemption in Stamp Duty.

19. That all the disputes or disagreements arising out of in connection with or in relation to this allotment shall be mutually discussed and settled between the parties.

20. That all disputes or disagreements arising out of or in connection with or in relation to this allotment which cannot be amicably settled, shall be finally decided by arbitration and the sole arbitrator in such a case shall be appointed by the Company under the provisions of the Indian Arbitration and Conciliation Act, 1996 or any amendment thereof shall be applicable.

21. Until a sale/lease deed is executed & registered, the Company shall continue to be the owner of the said flat and this allotment shall not give to the Allottee(s) any right, title or interest therein even though all payment have been received by the Company. The Company shall have first lien and charge on the said flat for all its dues.

22. Allottee (s) has gone through the contents of the sale/lease deed in favour of the Company in respect of the said land and Allottee(s) has fully satisfied himself about the interest and the title of the Company in the said land on which the unit as a part of group housing is being constructed and has understood all limitations and obligations in respect thereof and there will be no objection by the Allottee(s) in this respect.

23. That in case of any dispute between the Co-Allottee (s), the decision from the competent court shall be honored by the Company.

ter
riz

6.
rex
mi
ny
th
Cc
an
ad
pa

7.
re
tic
ar
re
re
m
m

8.
th
ur
et
ar
aç
ol

9.
cc
ln
se
tr

1
ar
ir
fi
C

1
n

1
la

24. That the High Court of Allahabad and the Courts subordinate to it at Gautam Budh Nagar alone shall have jurisdiction in all matters arising out or in connection with this Allotment.

(iii) Dated:

I/We hereby accept the allotment on the terms and conditions mentioned herein above.

Place Gautam Budh Nagar

M/S SKV INFOTECH Pvt.Ltd.

Company

(Signature of the Allottee's)

WITNESSES:

1. _____

2. _____

Company

Allottee(s)

Annexure : "A"

Company

Allottee(s)

SPECIFICATIONS

STRUCTURE

Earthquake resistant R.C.C. Framed structure certified by IIT.

FLOORING

Vitrified tiles floorings of size 2'x2' in Living Room laminated wooden flooring in Bed Room, Ceramic Tiles in Balconies.

WATER SUPPLY

Underground and overhead water tanks pumps for 24 hour's uninterrupted water supply.

EXTERNAL FINISH

Most modern elegant permanent outer finish with high quality texture paint.

INTERNAL FINISH

All internal walls plastered & painted in pleasing shades with oil bound distemper, POP and Cornices in drawing/ dining room and bedrooms.

ELECTRICAL

ISI Copper wiring in P.V.C. concealed conduit. Provision for adequate light & power. as well as points for Telephone & TV Outlets with protective M.C.B's.

TOILETS

Provision for Hot & Cold water system. Glazed tiles in pleasing colours on walls up to door level. European W.C.'s wash basin & cisterns in white shade. C.P. fittings and mirror in toilet.

Pantry

Granite working platform the 2ft. high glazed ceramic tiles above it and 5 ft. high glazed ceramic tiles on remaining walls from floor level with stainless steel sink, wood work below the working top.

DOORS/WINDOWS

All external door and window framed in power coated aluminum. Decorative doors with hard wood at main entrance and Inner frame of Marandi or equivalent wood. Internal door made of painted flush shutters. Good quality hardware fittings.

**Additional Furnishings
Furniture / Fixtures**

Double Bed
Four Sitters Sofa
Light Fittings
Cupboards
Ironing Boards
Geyser in Bathroom

Lifestyle Gadgets

Electric Cattle
Food Processor
Hair Dryer
Wall Clock
Electric Iron

Kitchenware

Toaster
Crocery
Cutlery

SAMPLE ESCALATION CALCULATION

Total price say 100/-

Construction Cost (50% of the total price):50

Annexure : "C"

Table A:

Opening and Closing RBI indexes

S.No	ITEMS	Weight age in construction cost	Assumed Opening RBI Indexes (May.,2012)	Assumed closing RBI Indexes
1	Steel	15%	100	112
2	Cement	10%	100	92
3	Other Building Cost	40%	100	114
4	Fuel & Power	5%	100	110
5	Labour	30%	100	105

Table B:

Computation of Escalation Charges

Formula: Construction Cost X Weight of the item X (Closing Index-Opening Index)/Opening Index.

S.No	ITEMS	CALCULATION: Illustration for the entire 36 month period	Escalation Percentage For The 36 Month Period
1	Escalation in steel	$50 \times 15\% \times (112-100)/100$	0.900
2	Escalation in Cement	$50 \times 10\% \times (92-100)/100$	-0.400
3	Escalation in other building const. material	$50 \times 40\% \times (114-100)/100$	2.800
4	Escalation in fuel & Power	$50 \times 5\% \times (110-100)/100$	0.250
5	Escalation in Labour	$50 \times 30\% \times (105-100)/100$	0.750
	Total Escalation Percentage for 36 month Period		4.300

Escalation Charges, as per this illustration, shall be 4.3% of the Total Price i.e. 4.30

ENDORSEMENT

I/We hereby assign all the
Rights and liabilities under
This agreement in favour of

Assignor

Dated

I/We hereby assign all the
rights and liabilities under
this agreement assigned in
My/our favour by :

Assignee

The above transfer/assignment
is hereby confirmed

For SKV INFOTECH Pvt. Ltd.

Authorised Signatory

ter
rizi

(iii)

6.

ret

mi

ny

th

Cc

an

ac

pe

7.

re

ti

ar

re

re

rr

rr

8

th

u

e

a

a

c

s

c

l

s

t

t

t

t

t

t

t

t

t

t

t

t

t

t

t

t

t

t

t

t

(Company

Allottee(s)

ENDORSEMENT

I/We hereby assign all the
Rights and liabilities under
This agreement in favour of

Assignor

Dated

Company

I/We hereby assign all the
rights and liabilities under
this agreement assigned in
My/our favour by :

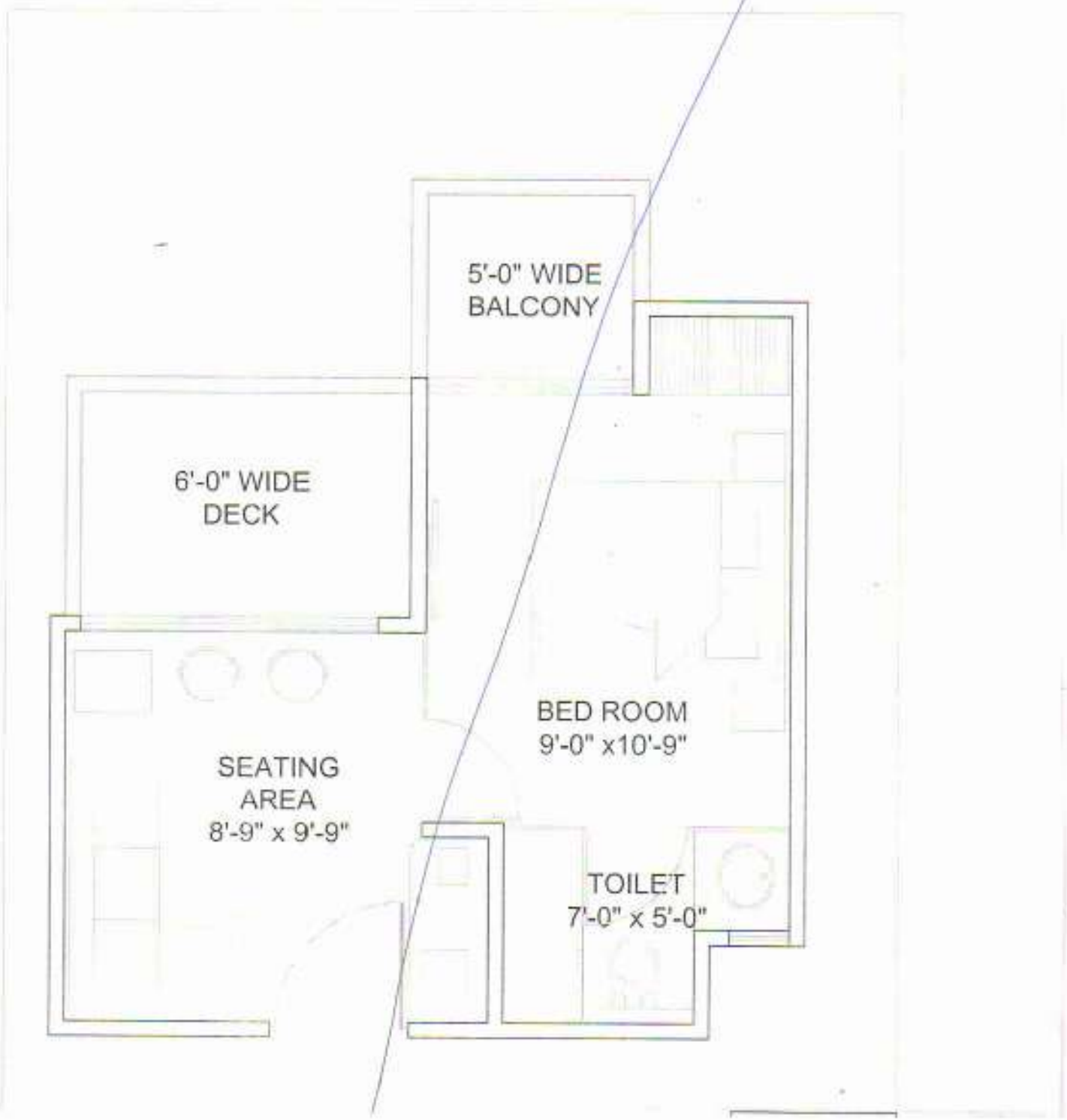
Assignee

The above transfer/assignment
is hereby confirmed

For SKV INFOTECH Pvt. Ltd.

Authorised Signatory

Allottee(s)



5'-0" WIDE
BALCONY

6'-0" WIDE
DECK

SEATING
AREA
8'-9" x 9'-9"

BED ROOM
9'-0" x 10'-9"

TOILET
7'-0" x 5'-0"



Winsten Park

your own ip address

SKV Infotech Pvt. Ltd.

Corporate Office: B-68, Sector 63 Noida , Uttar Pradesh , 201301 India

Sales Office: B-98, Sector 63 Noida, Uttar Pradesh, 201301 India.

Tel.: 0120-4564531/32 | **Web.:** www.vhrindia.com | **Email:** info@vhrindia.com

