

ALLOTMENT LETTER

Dear Sir/Madam,

This has reference to your Application dated We thank you for showing interest in purchasing an apartment, details of which are provided herein below, in our Project "VVIP Homes Phase-I/II" (RERA Registration No. UPRERAPRJ3390/UPRERAPRJ3977) situated at Plot No. GC-03K of GH-03, Sector-16C, Greater Noida (West), Gautam Budh Nagar, (U.P.)

It is indeed our immense pleasure to inform you that we have accepted your application for allotment of an apartment for a total consideration of Rs. **(Sale price)**. We acknowledge receipt of Rs. Only **(Booking Amount)** towards booking of below mentioned apartment, subject to realisation of your payment in our bank account. The balance amount shall be payable by you to us as per the **"Payment Plan"** attached along with as **"Annexure No. 1"**.

Apartment No.	
Floor	
Tower / Block	
Carpet Area	Sq. Mtrs
Exclusive Verandah / Balcony / Terrace Area	Sq. Mtrs
Count of Car Parking (s) reserved	
Count of 2 Wheeler Parking (s) reserved	

TERMS AND CONDITION:

- This is a provisional booking for apartment mentioned herein above and do not convey any right, title or interest of whatsoever nature in favour of applicant in respect of the said apartment unless and until Sub-Lease Deed for the same is executed.
- The allotment, if and when made by the company, pursuant to the application of the Allottee shall be subject to the terms and conditions, restrictions and limitations contained in the Sub-Lease Deed executed between Greater Noida Industrial Development Authority, Gaursons Promoters Private Limited and Solitaire Infrahome Private Limited.
- That the sum of 10% of the Total Cost of the apartment booked along with applicable tax shall be the earnest money for booking of apartment.
- A registered Agreement to Lease shall be executed by the Company after realisation of 10% of the total cost of the apartment along with applicable taxes. Provisions of the Agreement to be executed shall supersede this Allotment Letter and it shall stand cancelled and terminated on execution of such agreement.
- The Allottee undertakes to appear for registration of the agreement before the concerned Sub-Registrar as and when intimated by the promoter. If the Allottee fails to appear before Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice by e-mail/by hand/by post/by courier on the address given by the Allottee for rectifying the default, which if not rectified by the Allottee within 15 days from the date of notice, application of the Allottee shall be treated as cancelled which shall attract cancellation charges as per clause 16 herein below. This allotment letter is not meant or to be treated or deemed as Agreement as contemplated under provisions of law.
- The said flat has attached balcony/ies, aggregately measuring square meters. The Promoter has agreed to permit the Allottee(s), the exclusive right to use the said balcony/ies attached/adjacent to the said apartment/flat without any additional consideration.
- The Allottee shall be permitted exclusive right to use vehicle parking space in the building/project. It is clarified that location of the vehicle parking shall be identified by the Promoter at its sole and absolute discretion at the time of offering the possession of the said Apartment/Flat.
- The Allottee undertakes to make timely payment of the sale price as per the PAYMENT PLAN attached in the Annexure 1, time being of the essence. Further the Allottee is aware that he is required to deduct Tax at Source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961, as applicable to this transaction. Allottee shall pay the tax deducted to the Government and deliver the relevant TDS certificate, challan, receipt and other relevant documents to the Promoter as per the Act and rules made there under. Any delay in making the payment and/or taxes as aforesaid shall make the Allottee liable to pay the interest and/or any penalty levied by the concerned authority/ies in respect thereof.
- The Promoter shall confirm final Carpet area that has been allotted after the construction of the Building is complete, by furnishing details of the changes, if any, in the carpet area, subject to variation cap of three percent. Total price payable for the carpet area shall be recalculated upon such confirmation. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid within 45 (forty-five) days with annual interest at the rate specified in the agreement to sale, from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area allotted, Allottee shall pay additional amount to the Promoter at the same rate per square meter, prior to taking possession of the flat.
- This Letter is non-transferable or assignable without prior written consent of the promoter. The Allottee(s) shall not sell, transfer, let out and / or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Promoter till full amount in relation to the unit have been received by the Promoter and Allottee has taken possession of it.
- The Allottee(s) hereby confirm, agree and acknowledge that, if booking of the said Apartment is done through any Real Estate Agent or Broker, then in that event promoter shall not be held liable or responsible for any misrepresentation, misleading or false information provided by such Agent /Broker. Allottee(s) further agree and confirm that promoter shall not be held responsible or liable for any commercial arrangements arrived at by and between such Agent/Broker with Allottee(s).
- The images, audio-visuals, show flats in the marketing documents/ presentations/prospectus/ website by the Promoter may show additional features, additional fixtures, loose furniture etc. to provide you the conceptual sense of the possible lifestyle and such material shall carry a disclaimer or clarification for the same. Such conceptual marketing material shall not form the basis for the specifications and design commitment to the Allottee(s) and the committed layout and specifications shall only be as detailed separately in the agreement and its annexures.
- The Allottee(s) shall not use the allotted apartment for any purpose other than for residence and shall not use the apartment for guest house or any commercial activities or any other activity not allowed under residential use by the competent authority. The Allottee(s) shall also not use the Car Parking(s) reserved to him/her/them for any purpose other than for parking cars or two wheelers.
- The Allottee(s) do hereby confirm that they have read all the terms and conditions and are fully aware of all the clauses contained in proposed Agreement to Lease and Sub-Lease Deed in relation to the said apartment/plot which is also available on the website of RERA Authority.
- Applicant may at his/her discretion and cost may avail housing loan from Bank/financial institution. The company shall under no circumstances be held responsible for non-sanctioning of loan to the Applicant for any reason whatsoever. The payment of instalments/any other dues to company shall not be linked to the loan availed/ to be availed by the Applicant.
- In case of cancellation/rejection either of provisional booking or allotment of the apartment before execution of agreement to Lease, because of any reason under the clauses of this Allotment letter, the cancellation charges amounting to entire earnest money i.e. 10% of the Total Cost of the apartment booked along with applicable tax shall be deducted from the deposited amount of the applicant. Refund, if any shall be made to the Applicant after re-booking of the said apartment and receipt of equivalent amount from the new Allottee.
- All payments in respect of the apartment booked shall be made through Demand Draft/Cheques/NEFT/RTGS in favour of Solitaire Infrahome Private Limited. Company shall not be responsible/accountable for any payment made to agent/broker/any third person. The applicant must insist for duly signed receipt from the company.
- Stamp duty, registration charges and other expenses incidental thereto as applicable at the time of registration of Agreement to Lease and Sub-Lease Deed in respect to the captioned Apartment shall be borne solely by the Allottee.
- In the event of any dispute whatsoever arising between the parties in any way connected with the allotment of the said apartment, the same shall be settled amicably by mutual discussion, failing which the same shall be referred to the arbitration of the Arbitrator to be appointed by mutual consent of both the parties whose decision shall be final and binding. The arbitration proceedings shall be held at Ghaziabad, U.P.

In the event, dispute is not settled by Arbitration, same shall be resolved in accordance with the provision of Real Estate (Regulations and Development) Act, 2016.

For Solitaire Infrahome Private Limited

Authorised Signatory

I/We hereby declare that I/We have gone through and understood the terms and conditions mentioned above and shall abide by the same.

Signature of the Sole/First Applicant

Signature of the Co-Applicant

"Annexure 1"
PAYMENT PLAN

S.No.	Particulars	Percentage %	Amount in ₹

Signature of the Sole/First Applicant

Signature of the Co-Applicant