

ALLOTMENT LETTER

Date:

To

Sub.: Allotment of Residential Apartment in the proposed Group Housing Residential Complex named "PRATEEK EDIFICE" to be developed & constructed at Plot No. GH – 01/A (Beta – 2), Sector – 107, NOIDA, Gautam Budh Nagar (U.P.)

Dear Madam/Sir,

This has reference to your application dated for allotment of the Residential Apartment No on Floor, in Tower..... having Super Covered AreaSq. Ft. (Built Up AreaSq. Ft.) & attached Terrace Area Sq. Ft. in the proposed Group Housing Residential Complex named "PRATEEK EDIFICE" to be developed & constructed on a plot of land bearing Plot No. GH – 01/A (Beta – 2) located at Sector – 107, NOIDA, Gautam Budh Nagar (U.P.) [hereinafter referred to as "THE SAID UNIT".

In response to your aforesaid application, we M/s Prateek Infraprojects India Pvt. Ltd. hereby allot you the said Unit for **Basic Sale Price of Rs.....(Rupees)** & **Additional Charges of Rs..... (Rupees)** on the terms and conditions hereinafter contained.

For Prateek Infraprojects India Pvt. Ltd.



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This Allotment Letter/Agreement will form an integral part of allotment for the said Unit made on this day at **NOIDA, Gautam Budh Nagar (U.P.)**.

BETWEEN M/s Prateek Infraprojects India Pvt. Ltd., a company incorporated under the Companies Act, 1956, having its Corporate Office at Prateek Pro-Menage, A – 42, Sector – 67, NOIDA, Gautam Budh Nagar (U.P.) acting through its duly authorized signatory [hereinafter referred to as **"THE PROMOTER"** which expression shall unless repugnant to the context or meaning thereof or specifically exempted be deemed to include its successors and assigns] of the One Part

AND

Mr.

R/o

[hereinafter referred to as **"THE ALLOTTEE"** which expression shall be deemed to mean and include him, his legal heirs, successors, legal representatives, administrators, executors, transferee(s), beneficiary(ies), legatee(s), probatee(s), nominees and assign(s)] of the Other Part for the said Unit.

The Promoter and the Allottee are together called the Parties.

WHEREAS the New Okhla Industrial Development Authority (NOIDA for short), under the **Group Housing Scheme [Scheme Code: GH-2010-(I)]** demised a large Group Housing Plot bearing number GH – 01 located in Sector – 107, NOIDA, Gautam Budh Nagar (U.P.) to a consortium consisting of M/s Pebbles Infosoft Pvt. Ltd., M/s Three Platinum Softech Pvt. Ltd., M/s Credence Information Technologies Pvt. Ltd., M/s Pebbles Prolease Pvt. Ltd., M/s Horizon Crest India Real Estate & M/s Twilzon Limited. Subsequently sub-division of the plot of land so allotted was allowed and accepted by NOIDA and a sub-divided part of the said plot of land bearing No. GH – 01/A admeasuring 1,27,941.95 Sq. Mtr. was allotted & leased in favour of M/s Hacienda Projects Pvt. Ltd. on lease hold basis for 90 years. Afterward the NOIDA approved sub-division of the sub-divided plot No. GH – 01/A into Plot No. GH – 01/A (Alpha) admeasuring 60,000 Sq. Mtr. & GH – 01/A (Beta) admeasuring 67,941.95 Sq. Mtr. and the said sub-divided plots were allotted and leased in favour of M/s Baseline Infradevelopers Pvt. Ltd. & M/s Hacienda Projects Pvt. Ltd. respectively.

AND WHEREAS later on sub-division of the subdivided Plot No. GH – 01/A (Beta) was allowed and a subdivided part of the said subdivided plot admeasuring **27,941.95 Sq. Meter** bearing **Plot No. GH – 01/A (Beta – 2)** located at **Sector – 107, NOIDA, Gautam Budh Nagar (U.P.)** [hereinafter referred to as **"THE SAID LAND"**] was approved in favour of M/s Three C Realtors Pvt. Ltd. and leased in its favour vide the Sub-Lease Deed executed on 15.02.2012 registered as Document No. 1345 in Book – I, Volume No. 3050 at pages 277 – 316 on 15.02.2012 in the office of Sub-Registrar – I, NOIDA, Gautam Budh Nagar (U.P.) on the terms and conditions contained in the said Sub-Lease Deed. M/s Three C Realtors Pvt. Ltd. **WHO HAS NOW CHANGED ITS NAME TO M/s Prateek Infraprojects India Pvt. Ltd. (THE PROMOTER)** which has duly been taken on record by NOIDA and acknowledged vide Letter No. NOIDA/GHP/GH-01/A (BETA-II)-107/2012/2823, dated 13.08.2012, has seized the vacant physical possession of the said Land.

AND WHEREAS the Promoter has proposed to develop & construct the independent dwelling units/flats of different sizes and categories, as per the approved plans, on the said Land collectively to be known as **"PRATEEK EDIFICE"** [hereinafter referred to as **"THE SAID PROJECT/COMPLEX/BUILDING"**].

For Prateek Infraprojects India Pvt. Ltd.



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AND WHEREAS the Promoter offered to the public at large prospective sale of the dwelling units/flats to be so developed & constructed on the said Land under the said Project on lease hold basis on the terms and conditions contained in the project brochure /application form.

AND WHEREAS the Allottee, intending to purchase the said Unit in the said Project, applied to the Promoter for allotment of the same.

AND WHEREAS the Promoter has agreed to allot the said Unit in favour of the Allottee on the terms and conditions hereinafter contained.

NOW THEREFORE, THIS ALLOTMENT WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS –

1. The Allottee agrees that he has applied for allotment of the said Unit with full knowledge of all laws/notifications and rules applicable to the purchase and acquisition of immovable property in India and particularly the arrangements pertaining to the said Unit/Project which have been explained by the Promoter and comprehended by the Allottee.
2. These are the preliminary Standard Terms and Conditions governing the allotment of the said Unit being made by the Promoter in favour of the Allottee. This allotment does not vest any title in the said Unit in the Allottee or any other person.
3. The Allottee has all necessary power, authority and capacity to bind himself to these Standard Terms and Conditions and to perform his obligations herein.
4. The detailed terms of transfer for the said Unit shall be based on the definitive legal document for the transfer of property [hereinafter referred to as "**THE INDENTURE OF CONVEYANCE**"], which shall be executed between the Parties and shall include the entire understanding between them relating to conveyance of the said Unit. Provided that the Indenture of Conveyance shall be executed only after the entire consideration amount for the said Unit [more particularly detailed hereunder] has been received from the Allottee along with all other applicable duties, charges and expenses, the construction of the said Unit/Complex is complete in all respects and subject to that the Allottee is complying with all the provisions hereof.
5. The Allottee agrees that until the Indenture of Conveyance is executed in his favour & duly registered, the Promoter shall continue to be the owner of the said Unit and this allotment shall not give to the Allottee any rights or title or interest in the said Unit even though all payments have been received by the Promoter. The Promoter shall have the first lien and charge on the said Unit for all its dues that may/become due and payable by the Allottee to the Promoter.
6. The execution/registration of the Indenture of Conveyance shall not absolve the Allottee of any of his obligations herein.
7. The Allottee has inspected the site, the plans, ownership records, other documents relating to the title and all other details of the said Unit and the said Project/Land that the Allottee considers relevant for the transaction contemplated herein. The Allottee has satisfied himself about the right, title and capacity of the Promoter to deal with the said Unit and the said Project and has understood all the limitations and obligations thereof.
8. **CONSIDERATION:** The Allottee agrees to pay the Basic Sale Price and Additional Charges [collectively referred to as "**THE CONSIDERATION**" herein] for the said Unit. The Basic Sale Price of the said unit is calculated on the basis of super covered area of the said Unit, which is understood to include pro-rata share in the common area in the said Land. The Allottee shall make such payments at such times as detailed in the Payment Plan opted by him, as also detailed hereunder, without any requirement for the Promoter to send out any notice or intimation to him that the

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Consideration or any part thereof has become due & payable. All payments by the Allottee shall be required to be made through demand drafts or cheque in favour of **M/s Prateek Infraprojects India Pvt. Ltd.** The details of Basic Sale Price & the Additional Charges of the said Unit and the payment plan thereof are as under –

(a) **Basic Sale Price** : **00000000000**
PAYMENT PLAN

(b) **Additional Charges/Cost** : **00000000000**
DETAILS
|
PAYMENT PLAN

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9. The Allottee has reviewed the Plans & Specifications of the said Unit, which are also given herein in **Schedule – I** and has been made aware of and accepts that the Plans, Super Covered Area, attached Terrace Area (if any), Specifications etc. as described in the Application Form & Schedule – I attached hereto are TENTATIVE and that there may be variations, deletions, additions, alternations made either by the Promoter as it may in its sole discretion deem fit and proper for reasons of overall betterment of the said Project and/or the said individual Unit, or by or pursuant to requirements of a Governmental Authority. The said variations, deletions, additions, alternations may involve changes, including change in the position, number, dimensions and/or Super Area of the said Unit & the attached Terrace Area (if any) and the Allottee hereby gives his consent to such variations, additions, deletions, alterations and modifications as aforesaid [hereinafter referred to as **"THE PERMITTED ALTERATIONS"**]. However, no request to make any changes whatsoever in the said Unit from the Allottee shall be entertained. Provided further that any changes, as a result of the Permitted Alterations, shall not be construed to give rise to any claims, monetary or otherwise. In the event of variation in Consideration amount due to any increase or decrease above 3% in the Super Covered Area of the said Unit shall accordingly be payable or refundable, as the case may be, on a pro rata basis, without any interest, at the agreed per Sq. Ft. basic rate as described in the this Letter of Allotment and the other charges as specified herein will be applicable for the changed area pursuant to the Permitted Alterations at the same rate at which the said Unit is allotted.
10. That the Basic Sale Price of the said Unit is rigid & escalation free.
11. **EARNEST MONEY:** The Allottee agrees that the Promoter shall treat 10% of the basic sale price for the said Unit as earnest money [hereinafter referred to as **"THE EARNEST MONEY"**] to ensure fulfillment, by the Allottee, of all the terms and conditions as contained in this Agreement/Letter of Allotment.
12. It is stated for the sake of abundant clarity that the Earnest Money constitutes a part of the Sale Consideration
13. **DEFAULT, CONSEQUENCES OF DEFAULT, CANCELLATION AND CONSEQUENCES OF CANCELLATION:** Timely payment of the Consideration and/or any part thereof as per the Payment Plan for the basic sale price and the additional charges (including stamp duty and registration charges) shall be the essence of this allotment and relationship between the Promoter and the Allottee. If any installment is not paid by the Allottee on or before its due date, the Promoter shall charge Interest @ interest @ 2% higher than the highest marginal cost of lending of State Bank of India on the delayed payment for the period of delay. However, if the payment remains in arrears for more than 15 (Fifteen) days, this allotment will automatically stand cancelled without giving any further intimation/notice to the Allottee and the Allottee shall cease to have any lien/charge on the said unit. In such case, the earnest money, amount of brokerage paid against the booking, interest due on the payments and the payments made to financing bodies for loans repaid against the said Unit will stand forfeited and the balance amount received by the Promoter, if any, will be refunded to the Allottee/Financial Institution, as the case may be, without any interest thereon upon the receipt of sale consideration from the new buyer. The Promoter, upon cancellation, shall be free to deal with the said unit in any manner, whatsoever, at its sole discretion. However, the Promoter in exceptional and genuine circumstances may, at its

sole discretion, condone the delay in payment beyond 15 (Fifteen) days by charging interest @ 18% per annum and restore the allotment, if and only if, the said unit has not been allotted to someone else. If the said unit has been allotted to someone else, in that event an alternate unit, if available, may be offered in lieu of the same.

14. **CANCELLATION OF ALLOTMENT AT THE BEHEST OF THE ALLOTTEE:** The Allottee, if so desires, may opt for cancellation of this allotment at any time. In case the allotment is cancelled at the behest of the Allottee, then the Allottee hereby authorizes the Promoter to forfeit the earnest money (10% of the Basic Sale Price) and the amount paid to financing bodies for loans repaid against the said Unit and the balance (if any) shall be refunded by the Promoter to the Allottee without any interest.
15. **SUPER AREA:** The Consideration detailed above is for the total area of the said Unit commonly known as "SUPER AREA", which comprises of the covered area of the said Unit inclusive of the area under the periphery walls, area under columns and walls within the said Unit, half of the area of the common walls with other premises adjoining the said Unit, plumbing shafts/lift shafts, if any in the said Unit and total area of all balconies, cupboards & projections together with the proportionate share in the common area and facilities such as corridors, passages, lift rooms, entrance lobbies, staircases, underground tanks, overhead water tanks boundary wall and area of any other common utilities which the Allottee/Occupants of the said Unit shall use by sharing with the allottees/occupants of the other units.
16. The Indenture of Conveyance with respect to the said Unit shall be executed on the Super Area basis. It is hereby clarified that inclusion of the common area in the computation of Super Area shall not give any right, title or interest therein to the Allottee, except as expressly provided herein. However, it is admitted, acknowledged and so recorded by and between the parties that all rights to carry out further construction in case of any change in the Floor Area Ratio (FAR) and the rights with respect to club, swimming pool, open spaces, parks, parkings (excepting what has been allotted by this agreement) or toilets, public amenities, and other facilities and amenities shall be in the sole ownership of the Promoter who shall have the authority to charge membership for such facilities and dispose off any of the assets whatever stated hereinabove.
17. **INTENDED/PERMISSIBLE USE OF THE SAID UNIT:** The intended/permissible use of the said Unit is residential and it cannot be used for any commercial and/or industrial purpose. THE ALLOTTEE HEREBY AGREES that he shall use and/or allow the said Unit to be used for residential purpose only.
18. **RESERVED CAR PARKING LOT:** For each dwelling unit to be constructed in the complex one covered car parking lot is compulsory and charges for using rights of the same shall be payable by the Allottee separately.
19. **LOAN BY THE ALLOTTEE:** The Allottee may obtain finance from any financial institution/bank or any other source for purchase/allotment of the said Unit, the promoter shall facilitate the process only subject to the following –
 - (i) Allottee's obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee will remain bound under this agreement. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then the Allottee shall not make such refusal/delay an excuse for non-payment of any hereinabove detailed installments/dues to the Promoter. Further, in case the Allottee fails to repay the loan amount to the bank/financial institution or fails to comply with any terms and conditions of the

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loan/financing agreement entered into with such bank/financial institution, then the bank/financial institution may enforce the security by the sale of the said Unit and the Promoter may accept the purchaser of the said Unit in place of the Allottee, after the purchaser complies with the necessary formalities of the Promoter in this respect. The amount standing to the credit in the account of the Allottee after forfeiting the amount as per **Clause 13** of this Agreement will be transferred to the account of the purchaser. Further, in case the bank/financial institution asks the Promoter to cancel the booking of said Unit and call for repayment of outstanding loan amount, then the Promoter may cancel the booking and after forfeiting the amount as per **Clause 13** of this Agreement, pay the balance amount to the bank/financial institution against outstanding loan amount for and on behalf of the Allottee.

- (ii) That the terms of the financing agency/bank shall exclusively be binding and applicable upon the Allottee alone.
20. **CONVEYANCE OF THE SAID UNIT:** Upon completion of the construction/project, the Allottee shall acquire, the said Unit, for the consideration. Retain the right of the Promoter to effect any changes in the construction plan of the said Unit/Building which may be necessitated due to amendment in Building Plans, Govt. approvals, permitted alterations and or any other circumstances.
21. **SERVICE TAX, CESS PROPERTY TAX ETC.:** The Allottee agrees to pay promptly in addition to the Consideration, the applicable Service Tax, Cess etc. levied/to be levied by the Government on services undertaken/to be undertaken by the Promoter while constructing or developing the said Unit/Complex. The Allottee further agrees to pay directly or if paid by the Promoter then reimburse to the Promoter on demand any Govt. levies, Property Taxes, other charges etc. leviable in future on the said Land and/or Project developed/constructed on the said Land, as the case may be, as assessable/applicable in respect of the said Unit and the same shall be borne and paid by the Allottee in proportion to the area of the said Unit to the area of all the units as determined by the Promoter. If such charges are increased/made applicable (with retrospective effect) after the Indenture of Conveyance has been executed then such charges shall be treated as unpaid sale price of the said Unit and the Promoter shall have the first charge/lien on the said Unit for recovery of such charges from the Allottee. Further, any additional expenses borne by the Promoter for any reason for providing external services etc. shall also be payable by the Allottee upon written intimation by the Promoter to the Allottee of the same, the Allottee shall make prompt and due payment of such additional sums within 15 days of such demand by the Promoter.
22. **STAMP DUTY, REGISTRATION CHARGES ETC.:** It is hereby agreed that any other connected expenses/charges viz. stamp duty to be paid for registration of the Indenture of Conveyance, registration charges/fees, miscellaneous expenses and advocates professional fee/charges shall be borne by the Allottee. The Allottee shall be responsible and liable for paying under stamp duty, deficiency in stamps and valuation of the Unit for the stamp duty etc.
23. The Allottee shall abide by all Laws as applicable to the said Unit/Project including inter-alia all regulations, bye-laws, directions and guidelines framed/issued thereunder of the concerned Municipal/Development Authority. He shall comply with and carry out from time to time after he has been put in possession or deemed possession of the said Unit, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the concerned Municipal Authority or any other competent Authority in respect of the said Unit and the land at his own cost and shall keep the Promoter indemnified, secured and harmless against all costs, consequences and damages, arising on account of non-compliance with the said requirements, requisitions and demands.

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24. The Allottee shall sign all such applications, papers and documents and do all such acts, deeds and things as the Promoter may reasonably require for safe guarding the interest of the present allotment or for securing the interests of the Allottee and/or itself, as the case may be.
25. The Allottee shall not create any encumbrance, charge or lien on any rights, accruing to him herein without written permission from the Promoter.
26. The Allottee hereby covenants with the promoter to pay the amounts which he is liable to pay as per the Application Form and/or as specified in this Letter of Allotment and to observe and perform all the covenants and conditions contained herein, and to keep the Promoter and its representatives, estate and effects, indemnified and harmless to the fullest extent from and against all and any actions, suits, claims, proceedings, costs, damages, judgments/order, amounts paid in settlement and expenses (including without limitation to the attorney's fees and disbursements, and reasonable out of pocket expenses) relating to or arising out of:
- (i) any inaccuracy in or breach of the representations, warranties, covenants or agreements made by the Allottee herein;
 - (ii) any other conduct by the Allottee or any of his representatives as a result of which, in whole or in part, the Promoter or any of its representatives are made a party to, or otherwise incurs any loss or damage pursuant to any action, suit, claim or proceeding arising out of or relating to such conduct;
 - (iii) any action undertaken by the Allottee, or any failure to act by the Allottee when such action or failure to act is a breach of the Terms & Conditions herein;
 - (iv) any action or proceedings taken against the Promoter in connection with any such contravention or alleged contravention by the Allottee.
27. **MAINTENANCE OF COMMON SERVICES/FACILITIES/AREA:** The maintenance, upkeep, repairs, lighting, security etc. of common area/services/facilities in the said Complex/Building will be undertaken by the Promoter. The Promoter may hand over the maintenance of the common area/facilities/services to any Body Corporate or an association [hereinafter referred to as "MAINTENANCE AGENCY"] who the Promoter may in its sole discretion deem fit. The Allottee agrees and consents to the said arrangements. A separate Maintenance Agreement between the Allottee and the Promoter or its appointed Maintenance Agency will be signed at a later date.
28. **CHARGES FOR MAINTENANCE OF COMMON SERVICES/FACILITIES/AREA:** The Allottee/subsequent buyer and/or the occupants of the said Unit shall pay the maintenance charges, which will be fixed by the Promoter or its nominated Maintenance Agency from time to time depending upon the maintenance cost, the interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Allottee in paying the maintenance charges and the other cost as raised by the maintenance agency from time to time. The date of commencement of maintenance and upkeep of the Complex or part thereof shall be intimated by the Promoter to the Allottee and the maintenance charges shall be reckoned from that date even if possession of the said Unit has not been taken by the Allottee for any reasons whatsoever. The maintenance charges will be payable by the Allottee for the Term of Maintenance (described below) in advance at the time of offer of possession & service tax thereon shall be payable extra as applicable.
29. **CONSEQUENCES OF DEFAULT IN PAYMENT OF MAINTENANCE CHARGES:** The Promoter/Maintenance Agency will be entitled to effect disconnection of water/sewer, power/power backup connections and/or debarment from usage of any or all-common facilities within the Complex if the Allottee defaults payment of Maintenance and/or any other charges as described herein.

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30. **TERM OF MAINTENANCE:** The Promoter/Maintenance Agency shall maintain the Complex for a maximum period of twenty four (24) months from the date of completion of the Building/Offer of Possession. If the maintenance is handed over to the association of owners of flats in the Complex/Building before lapse of twenty four (24) months, the balance deposit on this account shall be transferred to the allottees/association.
31. **EXTENSION OF THE TERM OF MAINTENANCE:** If it is observed by the Promoter that the allottees/association are not in a position or interested in taking over the maintenance of the common services/facilities/area on completion of the said period of twenty four (24) months as stipulated here in above, in that event, the Promoter may at its sole discretion continue with the maintenance and shall reserves the right to revise the terms of the maintenance agreement including maintenance charges etc. The decision of the Promoter in this respect shall be final and binding. However it is admitted, acknowledged and so recorded by and between the parties that the terms of maintenance of common services shall in no way be binding on the Promoter beyond twenty four (24) months except as stated above.
32. The Allottee shall allow the complex maintenance teams to have full access to and through the said Unit and terrace area for the periodic inspection, maintenance and repair of service conduits and the structure etc.
33. Upon timely and due payment of Maintenance Charges, the Allottee shall have the right to use the common facilities. However, it is clarified for the purposes of abundant clarity that the Allottee shall not have the right to use the common facilities/services till possession of the said Unit has been taken by the Allottee.
34. The maintenance charges as detailed here in shall be payable within 30 (thirty) days from the date of offer of possession, whether or not the Allottee takes possession of the said Unit. In case of delay in payment of the maintenance charges within the said period, a levy of Rs. 200 (Rupees two hundred) per day shall be charged for the period of delay.
35. **INTEREST FREE MAINTENANCE SECURITY (IFMS):** On completion of the Building/Project or offer of possession, whichever is earlier, the Allottee shall pay and always maintain the deposit with the Promoter/Maintenance Agency a sum calculated @ Rs. 75/- (Rupees Seventyfive) per Sq. Ft. for the Super Area of the said Unit as Interest Free Maintenance Security. The same shall be deposited on demand before starting the operation of the common services/facilities in the Complex/Building.
36. **MAINTENANCE OF THE UNIT:** The maintenance of the said Unit including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Allottee from the date of possession. Provide further that the Allottee will neither himself do nor permit anything to be done which may damages any part of the building, the staircases, shafts, common passages, adjacent units etc. or violates the rules or bye-laws of any Government/Local Authority or the Maintenance Agency.
37. All common electricity, water charges and power backup charges for running all the common services shall be paid by the Allottee on equal basis in addition to the Maintenance Charges.
38. **REPLACEMENT/CONTINGENCY/SINKING FUND:** The Allottee shall pay a monthly contribution (to be decided later) for creating a replacement/sinking fund. As and when any plant and/or machinery installed within the Complex/Building including but not limited to generating sets, fire fighting arrangements, electric sub-station, pumps, or any other plant/equipment of capital nature etc. require replacement and/or up-gradation, the cost thereof shall be met out of the replacement/sinking fund so created. In case the sum available in the said fund falls insufficient to meet the requirement of the occasion, the Allottee shall be required to pay his additional

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proportionate share to meet the cost of the same. The Promoter or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up-gradation, addition etc. including its timing and/or the cost thereof and the Allottee agrees to abide by the same.

39. The Promoter shall be entitled to construct and/or install such other things as may be required for the operation and maintenance of the Complex/Building including but not limited to sidewalks, pavements, sewers, water mains and other local improvements, as may from time to time be deemed necessary by the Promoter and/or the Maintenance Agency.
40. Only the common services/facilities shall be transferred to the allottees/association of the owners of flats. Facilities like parkings, storage spaces, servant rooms, swimming pool, central plaza, parks etc. shall not be handed over to the allottees/association of the owners of flats and they will be owned by the Promoter.
41. Security arrangements are proposed to be provided in the Complex/Building. The Promoter/Maintenance Agency shall have a free hand to restrict the entry of outsiders into the Complex/Building. The provision of such security would not create any liability of any kind on the Promoter or the Maintenance Agency for any mishap resulting at the hands of any miscreants.
42. **ELECTRICITY SUPPLY, CHARGES FOR CONNECTION & DISTRIBUTION SYSTEM:** The electric supply shall be made available in the Complex/Building from a single point bulk electric connection obtained by the Promoter through prepaid distribution system. A separate agreement shall be entered into between the parties in this respect at the relevant time. **THE CHARGES FOR CONNECTION & ELECTRICITY METER SHALL BE PAYABLE BY THE ALLOTTEE SEPARATELY WHICH SHALL BE DECIDED AND INFORMED AT THE TIME OF OFFERING POSSESSION OF THE SAID UNIT.**
43. **PROPOSED DATE OF DELIVERY OF POSSESSION:** The proposed date of handing over possession of the said unit to the Allottee is April 2018. The Promoter shall make best efforts to deliver the possession by its due date with further grace period of 5 months. However, the said due date of handing over possession shall be subject to the Force Majeure Events (described herein below), payment by the Allottee of all dues on or before the due dates without any default and compliance by Allottee with other terms and conditions contained herein. The Promoter shall be liable to compensate the Allottee by paying interest @ 2% higher than the highest marginal cost of lending of State Bank of India for the period of delay attributable to the inability of the Promoter in handing over the said unit even beyond grace period of six month after the committed date of possession, subject to Force Majeure circumstances. The Allottee shall be liable to pay holding charges @ Rs. 5/- Sq. Ft. (Rupees five only per Sq. Ft.) per month if the Allottee fails to take possession on or before the due date as provided in the offer of possession.
44. It is agreed and understood between the Parties that the above proposed date of delivery of possession is ONLY INDICATIVE and the Promoter may offer possession before the said date as well.
45. **OFFER OF POSSESSION and HOLDING CHARGES:** It is agreed by the Allottee that as and when the said unit shall be ready for possession in accordance with the terms specified herein, the Promoter shall be entitled to issue an offer/notice of possession calling upon the Allottee to take possession of the said unit. The Allottee shall be liable to take

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physical possession of the said unit on the terms mentioned herein on or before the due date as given under the offer/notice of possession. If, for any reason, the Allottee fails and neglects or shall not be ready or willing to take possession of the said unit, he shall be deemed to have taken possession of the said unit at the expiry of the said period and in that event the said unit shall be at risk and cost of the Allottee. The Allottee shall be liable to pay to the Promoter holding charges @ Rs 5/- per Sq. Ft. (Rupees five per Sq. Ft.) per month calculated on the Super Area of the said unit [herein referred to as the "Holding Charges"]. Notwithstanding anything stated herein above, upon expiry of a period of 3 months from the date of dispatch of the offer/notice of possession, the Promoter shall, in addition to the right to levy Holding Charges, be entitled at its sole discretion to cancel the allotment and refund the payments received from the Allottee in accordance with the Clause 15. The Allottee agrees not to question the decision of the Promoter in postponing the cancellation beyond 3 months from the date of dispatch of the offer/notice of possession. The Promoter may, however, at its sole discretion, restore the allotment by levying the Holding Charges up to the date of such restoration. In addition to the Holding Charges, the Allottee shall also be liable to pay the maintenance charges, electricity charges etc. in respect of the said unit from the expiry of 30 days from the dispatch of the offer/notice of possession till such time when he takes possession of the said unit.

46. **DELAYED POSSESSION & ITS CONSEQUENCES:** Nothing contained herein shall be construed to give rise to any right to claim by way of compensation/damages/loss of profit or consequential losses against the Promoter on account of delay in handing over possession for any of the aforesaid conditions beyond the control of the Promoter. If, however, the promoter fails to deliver possession of the said Unit within the stipulated period as mentioned hereinabove and/or within the further grace period of 5 months thereafter, the Allottee shall be entitled to compensation for delay calculated @ 2% higher than the highest marginal cost of lending of State Bank of India on the delayed payment for the period of delay. The time consumed by the occurrences of Force Majeure Events shall be excluded while computing the time for the delivery of possession of the said Unit for the purposes of this Clause. Any such compensation as mentioned hereinabove shall be payable by the Promoter to the Allottee only after the Indenture of Conveyance has been executed/registered, payment of consideration and the payment of all other charges as detailed herein.
47. The possession of the said Unit shall be handed over on receipt of all the dues, documentation and on fulfillment of conditions as stipulated in this Letter of Allotment, and also after transfer of title as permissible in law & payment of stamp duty as determined by the state government representative. The Promoter shall in no way be responsible for the determination/quantum of the stamp duty payable.
48. **FORCE MAJURE EVENTS:** If completion of the said Unit/Project is delayed by reason of non-availability or scarcity of steel and/or cement and/or other building materials and/or water supply and/or electric power and/or slow down strike and/or due to a dispute with the construction agency employed by the Promoter, lock out or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or if non-delivery of possession is as a result of any

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Law or as a result of any restrictions imposed by a Governmental Authority or delay in the sanction of building/zoning plans/grant of completion/occupation certificate by any Governmental Authority or for any other reason or action beyond the control of the Promoter (all such events referred to as "**FORCE MAJEURE EVENTS**" herein and each individual event referred to as a "**FORCE MAJEURE EVENT**"), the Promoter shall be entitled to a reasonable extension of time for delivery of possession and the proposed date of delivery of possession shall stand extended automatically. In any of the above circumstances, the promoter reserve the right to suspend the scheme for such period as it may consider essential and in that event the Allottee shall not be entitled to claim compensation of any nature whatsoever for the period of delay/suspension of the scheme.

49. The Allottee hereby agrees that if he has defaulted at any time in making payment of consideration or any part thereof, or has not made full payment of the price of the said Unit and other charges due from the Allottee, no compensation shall be payable by the Promoter as stipulated in **Clause 46 and/or Clause 43**.
50. In the event that a Force Majeure Event occurs, the Promoter has the right to alter the terms and conditions of allotment contained herein or if the Force Majeure Events so warrant, the Promoter may suspend the performance of its obligations for such period as it may consider expedient and no such suspension shall constitute a breach of the obligations of the Promoter herein.
51. **EXTENSION OF THE DATE OF DELIVERY:** It is hereby clarified that the total construction period as stipulated in **Clause 43** herein shall stand automatically extended, without any further act or deed on the part of the Promoter, by the period during which a Force Majeure Event occurs. Provided that the Promoter shall be the sole judge of the existence of a Force Majeure Event however that judgment shall not be unreasonably exercised.
52. The Allottee shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/egress over or in respect of the open spaces & all or any of the common areas/facilities etc in the said Land and all this shall remain property of the Promoter. The Promoter can, as per applicable laws, transfer and assign the common area/facilities to a govt. body or association of owners of units. The Allottee shall not be entitled to claim any separate exclusive demarcation or partition or right to use any of the common areas/facilities and to any area which is not specifically sold, allotted or transferred to the Allottee.
53. **LIABILITY OF THE PROMOTER IN THE FIXTURE & FITTING IN THE UNIT:** The Promoter shall be responsible for a MAXIMUM PERIOD OF SIX (6) MONTHS FROM THE OFFER/NOTICE OF POSSESSION OR PHYSICAL POSSESSION, WHICHEVER IS EARLIER, for any deficiency if observed & reported by the Allottee in the fixtures and fittings provided in the said Unit, the Promoter shall rectify the deficiency so reported. However, if the deficiency is caused due to any fault of Allottee he shall not hold the Promoter responsible and/or the Promoter shall not be liable for the same.
54. The Promoter shall be responsible for providing internal services within the peripheral limits of the Complex, which inter-alia include (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of internal electric lines and rain water harvesting. However, it is understood that, external or peripheral services, such as, water, sewer, storm water drains, road, horticulture etc. shall not be the responsibilities of the promoter and they shall be as per provided by the Government or the concerned Local Authority.
55. **PARKING LOT:** One Covered Car parking lot is mandatory and shall be made available in the lower and/or upper basement. The Cars/Scooters/Two Wheelers/Cycles will be parked within the same parking lot allotted to the Allottee. A separate agreement for the allotment of the Covered Car Parking Lot will be executed between the parties at the time of possession of the said Unit. For

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security reasons no car/vehicle shall be allowed inside the Complex except those which bears a valid reserved car parking sticker. If any vehicle is found parked unauthorizedly the Promoter/Maintenance Agency reserves the right to get it removed from the premises and shall not be responsible for losses and damages, if any.

56. If the Allottee wants usage rights of extra covered parking lot, the same may be allotted, if available, on such extra cost as fixed by the Promoter.
57. The Allottee after taking possession of the said unit or receiving deemed possession, shall have no claim against the Promoter in respect of any item or work in the said unit, which may be said not to have been carried out or completed or for non-compliance of any designs, specifications, building material or for any other reason whatsoever.
58. The Promoter/Maintenance Agency shall be entitled to access to said Unit at such time as fixed by the Promoter/Maintenance Agency for the purpose of carrying out general repair and service of any common areas and facilities and equipment including but not restricted to pipes, cables, drains etc. passing through the walls, flooring and ceiling of the said Unit and for that purpose to remove, break or dismantle the walls, floor, ceiling or any covering thereon as may be considered necessary for the purpose of carrying out the desired activity. Provided, however, the Promoter/Maintenance Agency shall endeavour to restore the walls/floor if broken/dismantled to its original.
59. The Allottee agrees that in case during the course of construction and/or after completion of the Project, further construction on any portion of the said Land or Building or on the terrace becomes possible, the Promoter shall have the exclusive right to take up or complete such further construction as belongs to the Promoter notwithstanding the designation and allotment of any common areas as limited common areas or otherwise. It is agreed that in such a situation there shall be no change in the proportionate share of the Allottee, in the common areas and facilities and limited common areas and facilities, as originally worked out.
60. The Indenture of Conveyance with respect to the said Unit shall be executed in favour of the Allottee by the Promoter after the entire payment and dues in respect of the said Unit are cleared by the Allottee, along with documentation expenses, cost of stamp duty, registration fees and all other incidental/informal expenses and on receipt of the necessary NOC from the financing institution if the Allottee has availed loan against allotment of the said Unit.
61. If the Promoter incurs any expenditure towards the registration of the Indenture of Conveyance with respect to the said Unit, the same will be reimbursed to the Promoter by the Allottee. In case the stamp duty or other charges payable by the Allottee to the authorities at the time of registration is discounted due to reason of prior payment of some/all charges by the Promoter, such discount availed by the Allottee shall be reimbursed to the Promoter prior to registration.
62. In addition to the built-up area, the Allottee, if and as mentioned in this agreement, may get exclusive usage rights to certain areas attached with the said Unit, no construction, either permanent or temporary shall be allowed in such areas. The maintenance of these areas shall be the exclusive responsibility of the Allottee.
63. The Allottee hereby covenant with the Promoter that from the date of offer of possession or deemed possession, as provided hereinbefore, he shall, at his own cost, keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenable condition, repair and maintain the same properly and ensure that the safety of the structure of the Complex/Building is in no way damaged or jeopardized.

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64. **RECREATIONAL CLUB/FACILITIES:** The recreational club with gymnasium and health club (hereinafter referred to as the "RECREATIONAL FACILITIES"), are proposed to be provided in the complex.
65. On the recreational facilities becoming functional, keeping in view the general requirement of the residents/members, the quantum of facilities available and other incidental factors affecting running and maintenance, the Allottee shall pay charges as prescribed from time to time and also abide by the rules and regulations formulated by the Promoter/Maintenance Agency for proper management of the said facilities. The charges for maintenance of the recreational facilities shall be payable by the Allottee additionally.
66. The recreational facilities shall be managed by the Promoter and/or the Maintenance Agency and the Allottee shall in no manner interfere in the same. In all cases, the ownership of these facilities, the equipments, building and construction and right in the land underneath shall continue to vest in the Promoter irrespective of the fact that its management is with the Promoter or its nominee or a third agency appointed for the purpose. The Allottee shall be entitled to avail these facilities as per regulations/rules made in this regard. The Promoter shall not provide any additional space for holding meetings by the allottees or for any other activities whatsoever.
67. **INSURANCE:** That the structure of the Complex/Building may be got insured against fire, earthquake, floods, riots and civil commotion, militant action etc. by the Promoter or the Maintenance Agency on behalf of the Allottee. The cost of insuring the Complex/Building Structure shall be demanded/recovered from the Allottee, the Allottee hereby agrees to pay his proportionate share. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any unit or any part of the Complex/Building or cause increased premium to be payable in respect thereof, in any such event Allottee shall be solely responsible and liable for the same. However, the contents inside the said Unit will be separately insured by the Allottee at his own cost.
68. In case of any natural calamity or any other adverse situation of any kind after possession of the said Unit, the Promoter shall in no way be responsible for any of the losses/damages of any kind. The Allottee however be entitled to his proportionate share in the said land as described hereinabove.
69. It is admitted, acknowledged and so recorded by and between the Parties that the Allottee shall, under no circumstances be allowed to carry out any change whatsoever in the elevations and/or outer colour scheme of the said Unit. This provision shall be applicable even after handing over of the physical possession and execution/registration of Indenture of Conveyance. In case of non-compliance of this provision by the Allottee the Promoter shall be at liberty to restore the original elevations and/or outer colour scheme without any further notice to the Allottee. Such restoration of original elevations and/or colour schemes shall be got done at the cost and risk of the Allottee and the cost shall include all formal and informal charges.
70. **REGISTRATION OF THE ADDRESS OF THE ALLOTTEE:** That the address provided by the Allottee in the Application for Allotment and the address of the allottee whose name appears at first in the case of joint allottees shall be registered with the Promoter. All the demand notices to be served as contemplated herein shall be deemed to have been duly served upon the Allottee if sent by the Promoter through Registered/Speed Post/Courier Service/E-mail at his registered address and it shall be the Allottee's responsibility to inform the Promoter by Registered AD letter about all subsequent changes, if any, in his address failing which all communications and letters posted at the first registered address will be deemed to have been received by him at the time when those would ordinarily reach at such address and the Allottee shall be fully liable for any default in payment and other consequences that may accrue therefrom.

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71. **CORRESPONDENCE IN CASE OF MORE THAN ONE ALLOTTEE :** In case of joint allottees, all communication sent by the Promoter to the allottee whose name appears at first and at the address given by him shall for all purpose be considered as served on all the allottees and no separate communication shall be necessary to the other named allottees.
72. **CORRESPONDENCE TO THE ALLOTTEE AT HIS LAST KNOWN ADDRESS:** That all letters, receipts and/or notices issued by the Promoter or its nominee and dispatched under certificate of posting/registered/speed post/courier service to the last address known to it of the Allottee shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectually discharge the Promoter/Nominee.
73. **CORRESPONDENCE TO THE PROMOTER:** That the Allottee shall send all correspondence to the Promoter at its Corporate Office as specified hereinabove.
74. That all the charges payable to various departments for obtaining service connections to the said Unit like water, telephone, electricity etc. including security deposits for sanction and release of such connections and the miscellaneous charges pertaining thereto will be paid by the Allottee.
75. All natural products such as tiles, marble stones and timber etc. used in the said Unit may have variations in texture, color and behavior and may have surface cracks for which the Promoter shall not be held responsible.
76. The Allottee agrees that he will use the said Unit for the permissible/intended purpose alone and not for any other purpose which may or likely to cause nuisance or annoyance to the owners/occupants of other units in the Complex/Building or to crowd the passages to use it for any illegal or immoral purpose. The Allottee shall not do or cause to be done anything in or about the said Unit which tend to cause damage to any flooring or ceiling of any unit over or below or adjacent to his Unit or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
77. That the Allottee shall be responsible for any damage to any equipment in the Complex e.g. lifts, fire-fighting equipments, motor panels, water pumps or any other item if it occurs due to his malfunctioning or willful act.
78. **LOAN ON PROJECT:** The Promoter shall have the right to raise finance from any bank/financial institution/body by creating equitable mortgage against the said Land and construction thereon or the proposed buildup area in favour of one or more financial institutions and for such act the Allottee shall not have any objection and the consent of the Allottee shall be deemed to have been granted for creation of such charge during the development/construction of Building/Project. However the Indenture of Conveyance in respect to the said Unit in favour of the Allottee will be executed and registered free from all encumbrances.
79. **NON RESIDENT INDIAN OR OTHER NATIONAL:** That the Allottee, if resident outside India or if not an Indian National or Citizen, shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment(s) and for acquisition of the immovable property in India etc. and provide the Promoter with such permissions, approvals etc. to enable the Promoter to fulfill its obligation herein. The Allottee shall also furnish the declaration that it is complying with such necessary legal formalities. The Promoter shall accept no responsibility in this respect.
80. **ASSIGNMENT/TRANSFER OF ALLOTMENT:** That the Allottee is not entitled to get the name(s) of his nominee(s) substituted in his place. The Promoter may however, in its discretion,

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permit such substitution, on such terms and conditions including payment of administrative cost or other costs as it may deem fit. Any change in name (including addition/deletion) of the Allottee shall be deemed as substitution for this purpose. No administrative/service charge shall, however, be payable in the case of succession of the said unit to the legal heirs of the Allottee. In case of transfer of this allotment, a fee of 2% (two percent) of the total sale price as prevailing at the time of desired transfer shall be payable by the Allottee. Transfer of allotment/ownership shall however, be permitted only after 12 Months (Twelve Months) of this allotment. The proposed transferee shall be bound by these terms and conditions of allotment and shall furnish an undertaking to that effect.

81. **REGISTRATION OF THIS LETTER OF ALLOTMENT:** That if at any stage this document requires to be registered under any law or necessity, the Allottee binds himself and agrees to have the same registered through the Promoter in his favour at his cost and expenses and keep the Promoter fully absolved and indemnified in this respect.
82. The Application Form for allotment and this Agreement/Letter of Allotment shall constitute the entire terms and conditions with respect to the allotment of the said Unit to the Allottee and supersede all prior discussions and arrangements whether written or oral, if any, between the Promoter and the Allottee relating to the things covered herein. No amendment to terms and conditions hereof shall be valid or binding unless set forth in writing and duly executed by the Promoter and the Allottee. No waiver of any provision hereof shall be effective or binding unless made in writing and signed either by the Promoter or the Allottee.
83. In consequence of the Promoter abandoning the scheme, the Promoter's liability shall be limited only to the refund of the amount paid by the Allottee, without any liability whatsoever with regard to interest, damages or compensation.
84. The basis of calculating the proportionate charges payable by the Allottee will be the proportion of the super covered area of his Unit to the total super covered area of all the units affected by that charge.
85. That for all intents and purposes, singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever allottee is a joint stock company, a firm, any other body corporate or organization or an association.
86. **RIGHTS OF THIRD PARTIES:** Unless a contrary intention appears from the terms hereof, nothing expressed or implied herein is intended or shall be construed to confer upon or give any person, other than the Promoter and the Allottee any rights or remedies under or by reason of this allotment or any transaction contemplated herein.
87. **SEVERABILITY:** That if any provision of the Terms and Conditions contained herein is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part of such provision and the remaining part of such provision and all other provisions hereof shall continue to remain in full force and effect.
88. **GOVERNING LAW:** The terms and conditions contained herein shall be interpreted by and construed in accordance with the Laws and Rules prevailing in India.
89. **DISPUTE RESOLUTION:** That all or any dispute arising out of or in connection or in relation to the terms of this agreement/letter of allotment including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall so far as possible, in the first instance, be settled amicably by mutual discussion failing which the same shall be referred to the sole arbitration of a person nominated for the purpose by the promoter. The proceedings of the arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as

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amended from time to time, or any rules made thereunder. The allottee hereby gives his consent to the appointment of the sole arbitrator by the promoter and waives any objectives that he may have to such appointment or to the award that may be given by the arbitrator. The arbitration proceedings shall be held at an appropriate location in NOIDA, Gautam Budh Nagar (U.P.).

90. **JURISDICTION:** The Courts at NOIDA, Gautam Budh Nagar (U.P.), subject to the provisions of **Clause 89** hereof, shall have exclusive jurisdiction in all the matters arising out of/or touching upon and/or connection with this agreement/letter of allotment.

IN WITNESS WHEREOF, each of the parties have caused this Agreement/Letter of Allotment executed and delivered in counterparts each in like form, as of the day and year first above written, which when taken together shall constitute one & the same document.

For PRATEEK INFRAPROJECTS INDIA PVT. LTD.

Allottee/s Signature

AUTHORIZED SIGNATORY,

For Prateek Infraprojects India Pvt. Ltd.



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WITNESS (Signature with name and Address)

1. _____

2. _____

Schedule – I
Specifications of the Said Unit

For Prateek Analytics India Pvt. Ltd.


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