

This draft is prepared in consensus of the applicable rules of UPRERA and further subject to changes/amendments whatsoever, as required and/or in terms of rules & regulations.

ALLOTMENT LETTER

Date: _____, 2025

From	To
Blitzbay Developers Private Limited.	Customer Name
Registered Office: 12A Floor, Tower-2, M3M International Financial Center, Sector-66, Gurugram-122101, Haryana.	Address:
Correspondence Office: Tirupati AKC Tower, 10th Floor, Plot No. 1A, Sector 126, Expressway, Noida	
Phone No: _____	Phone No :
Email ID: _____	Email ID:

Subject: Allotment of residential apartment/commercial unit/serviced suite bearing no. _____ ("Unit") in "Smartworld Residences by Elie Saab/Smartworld Le Courtyard/Smartworld Suites by Elie Saab" in the project SMARTWORLD ES being developed on Plot.No: H-7, Sector 98, Noida, Gautam Budh Nagar, Uttar Pradesh.

1. Details of the allottee:

FIRST / SOLE ALLOTTEE DETAILS	
Name of the Allottee ("Allottee(s)")	
S/o	
Nationality	
Address (Correspondence)	
Pin Code	
Address (Permanent)	
PIN Code	
Website (if any)	
Landline No.	
Mobile No.	
Email	
PAN (Permanent Account Number)	
Aadhar Card No.	

CO-ALLOTTEE DETAILS 1

CO-ALLOTTEE DETAILS 1	
Name of the Allottee ("Allottee(s)")	

D/o		
Nationality		
Address (Correspondence)		
Pin Code		
Address (Permanent)		
PIN Code		
Website (if any)		
Landline No.		
Mobile No.		
Email		
PAN (Permanent Account Number)		
Aadhar Card No.		
PROJECT DETAILS (" Project ")		
Details of UP-RERA Registration		Reg. No. _____
		Dated : _____
		Valid Upto : _____
Project Name		"SMARTWORLD ES"
Project Location		Plot No. H-7, Sector-98, Noida, Uttar Pradesh
Nature of Project		Residential/Commercial (part of Mixed land use project)
Proposed date of completion of the Phase-I Project/ Part Completion Certificate		On or before _____ or such extended time as granted by UPRERA or concerned authority
Proposed date of Possession of the Unit		On or before _____ or such extended times as granted by UPRERA or concerned authority
Name of Promoter (" Promoter ")		Blitzbay Developers Private Limited
	Details of Building Plans / Site Plans approval	_____
		Dated: _____
		Valid Upto: _____ years

Approval Details	Details of Lease Deed	Document No. 2629, in Book No. 1, Vol. No. 10547 at Pages 265 to 294, registered with Office of Sub-Registrar, Sadar-II, Gautam Budh Nagar, NOIDA
		Dated: 17.04.2025
		Valid Upto: 90 Years
	Details of Environment Clearance approval	_____
		Date: _____
	Details of Allotment Letter	

Dear Sir/Madam,

With reference to your application as per details above submitted in this office and other required documents, it is intimated that the Promoter has provisionally allotted you the following Unit as per the details given below:

UNIT AND BOOKING DETAILS			
1	Nature of the Apartment		Residential
2	Unit	Unit No.	
		Type	
3	Floor No		
4	Tower / Block No.		
5	Carpet Area of Unit (In Sq.ft In Sq.mt
6	Rate of Carpet Area (1sq.mtr. = _____Sq.ft.)		Rs. Sq.ft Rs. Sq.mt
7	Super Area of Unit (sq. mtrs.)		In Sq.ft In Sq.mt
8	Total Consideration		
9	GST @ 5% of Total Consideration		
10	Total Consideration Value (Total Consideration (8) + GST (9))		
11	Other Charges		
(a)	Lease Rent		Rate of Super Area-Rs. Rate of Carpet Area-Rs.
(b)	Power Back Up Infrastructure Charges(PBIC)		Rate of Super Area-Rs. Rate of Carpet Area-Rs.
(c)	Interest Free Maintenance Security(IFMS)		Rate of Super Area-Rs. Rate of Carpet Area-Rs.

Exclusive Right to use car parking(s) Access to club: Yes

** TCV & Other Charges may vary due to increase/decrease in area at the time of final demand.*

Note.

- Carpet Area has the same meaning as ascribed in the Real Estate (Regulation and Development Act), 2016
- The Allottee, in addition, shall be liable to pay any additional compensation and / or demand raised by the Noida / Government or concerned authority.
- The Allottee in addition shall be liable to pay lease rent and / or one time lease rent as per the Policy / Rules of the Noida / Government or concerned authority, at the time of offer of possession.
- Advance Maintenance Charges - payable at the time of offer of possession
- Stamp duty and registration charges shall be payable at the time of execution & registration of Agreement for Sub-lease

1. Booking Amount.

We have received Booking Amount/earnest money "**Booking Amount**", which is not exceeding 10% of the Total Consideration Value) in respect of the above referred Unit as per the details given below:

1.	Booking Amount	Amount in Rs. (Percentage of Total Consideration Value)	10%
2.	Amount deposited	As per receipts issued separately	
3.	Total Consideration Value		

2. Mode of Booking

1	Direct / Real estate agent	REAL ESTATE AGENT
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3. Payment Plan

Payment Plan (Inclusive of all charges/ fees) (Copy attached)	As per Annexure A
Bank Details of Master Account (100%) for Payment Via RTGS	
Payment in Farvour of	_____
Account Number	_____
IFSC Code	_____
Name of Bank	_____
Address of Bank Branch	_____

Annexure A-: PAYMENT PLAN

Total Consideration Value of the Unit shall be paid as under:

SL	Name of Installment	Percentage of total consideration value	Revenue Head	Charge Amount (in Rs.)	Tax Amount (in Rs.)	Installment Amount (in Rs.)
01	On Booking	<10%				
02	Within 25 Days of Booking					
03	Within 60 days of Booking					
04	On Completion Of Super Structure					
05	On Application of OC					
06	On Offer of Possession					
Total						

*Taxes as applicable

Payment Plan of Other Charges

SL	Name of Installment	Percentage of Other Charges	Revenue Head	Charge Amount (in Rs.)	Tax Amount (in Rs.)	Installment Amount (in Rs.)
01	On Offer of Possession	100.00	Lease Rent			
02	On Offer of Possession	100.00	Power Backup			
03	On Offer of Possession	100.00	IFMS			
Total						

The Allottee(s) will abide by all the detailed terms & conditions mentioned in the Agreement for Sublease which is annexed with the Allotment Letter.

Our Relationship Management Team can be contacted for any queries or assistance on the following coordinates: Customer Care Centre Number: _____ / _____

Whatsapp: _____

Email: _____

We would like to take this opportunity to thank you for the trust that you have reposed in the Promoter and always assure you of your best service.

You are requested to quote the Unit Number and Project Name, given above in all your future communication with us.

Best Wishes Thanking You Yours Faithfully

For Blitzbay Developers Pvt Ltd.

(Authorised Signatory)

This allotment letter ("Allotment Letter") is subject to the following conditions:

1 TERMS

- 1.1** That the allotment of the above Unit is subject to the detailed terms & conditions mentioned in the Application Form and Agreement for Sub-lease.
- 1.2** The terms & conditions provided in Application Form and Agreement for Sub-lease shall be final and binding on both parties.
- 1.3** The Allottee(s) shall not transfer / resell the Unit without prior written consent of the Promoter.
- 1.4** Upon issuance of this Allotment Letter, the Allottee(s) shall be liable to pay the Total Consideration Value alongwith other charges of the Unit as shown in the Payment Plan as annexed (under **Annexure A**).
- 1.5** The Total Consideration Value shall be payable on the date as specifically mentioned in the Payment Plan as annexed (under **Annexure A**).
- 1.6** The Total Consideration of the Unit includes recovery of land premium, PLC (if applicable) development / construction of not only the Unit but also the common areas and facilities of the building wherein the Unit is located, club membership charges(if applicable), exclusive right to use car parking space (if applicable), cost of providing electric wiring electrical connectivity to the Unit; lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and fire-fighting equipment in the common areas and facilities in the building wherein the Unit is located, and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit as agreed in the Agreement, excluding GST payable by the Allottee
- 1.7** In addition, the Allottee(s) shall also be under obligation to make payment of lease rent/any taxes/ statutory charges including but not limited to fees/levies/cess etc, if there is any revision/modification in the lease rent/taxes/statutory charges including but not limited to fees/levies/cess etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/decreased based on such revision/modification.
- 1.8** That the carpet area alongwith, the balcony area as applicable of the Unit, is as per approved building plans. If there is any increase in the carpet area which is not more than 3% of the carpet area of the Unit allotted, the Promoter may demand that from the Allottee(s) as per next milestone of the payment plan. All the monetary adjustment shall be made at the same rate per sq. mtr. as per Agreement for sub-lease.
- 1.9** The Promoter has made it specifically clear to the Applicant(s) and after having satisfied himself / herself / themselves / itself, the Applicant(s) has / have understood and agreed that the computation of the Total Consideration Value of the Unit does not include any recovery or payments towards (i) development, running and operation of the common amenities and facilities or any other conveniences, community buildings / sites, if any provided on the Total Land / Project (ii) cost towards development of commercial area (iii) any rights over areas reserved / restricted for any other allottee / right-holder at the Project; or (iv) any rights over areas to be transferred by the Promoter to third parties as per Applicable Laws; or (v) taxes which may become leviable under the provisions of the Applicable Law or any amendments thereto pertaining or relating to the sub-lease of Unit; (vi) charges for electric sub-station / solar panel charges. The Applicant(s) fully understands that the Promoter is free to deal with the Project or any part of the Project in any manner as the Promoter may deem fit. As regards payment of maintenance charges, the Applicant(s) shall enter into a separate maintenance agreement with an agency designated by the Promoter or association of allottees of the subject Project and / or association of allottees / competent authorities and shall make payment of such

maintenance charges as demanded by the Promoter / maintenance agency / association of allottees. The Allottee(s) has agreed and understood that he / she / they shall be liable to pay the common expenses for running, maintenance and operation of the common areas and facilities as determined by the Promoter, till such time the common areas and facilities are transferred to the association; and thereafter to the association and uniformly made applicable for all sublessees / right-holders at the Project. The Allottee(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis along with other residents / allottees / right-holders as determined by the Promoter in its absolute discretion.

- 1.10** In case there is any change / modification/ increase in the taxes / charges / fees / levies / lease rent / lease premium etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased / decreased based on such change / modification.
- 1.11** In case, the Allottee(s) fails to pay to the Promoter as per the Payment Plan, then in such case, the Allottee shall be liable to pay interest on such delayed payments plus applicable indirect taxes (if any) (or at such rate as may be prescribed under the Applicable Laws) from the due date till the date of such payment is actually received by the Promoter.
- 1.12** On offer of possession of the Unit , the balance total unpaid amount shall be paid by the Allottee(s) and the Parties shall execute the Sub-lease Deed within the timelines as prescribed under the Applicable Laws.
- 1.13** All charges including stamp duty and registration charges will be payable by the Allottee at the time of registering the Sub-lease Deed with the Sub-registrar of assurances.
- 1.14** Interest as applicable on instalment will be paid extra along with each instalment
- 1.15** The name/trademark “ELIE SAAB” has been licensed by SIM Licensing Limited (“**Licensor**”) to Smartworld Group company, namely Blitzbay Developers Private Limited (“**Licensee**”) to identify and promote the Project under an Agreement dated _____ executed by Licensor in favour of Licensee (“**License Agreement**”). As per the License Agreement, the Licensee can assign the rights conferred therein to its affiliates pertaining to the usage of the name/trademark “ELIE SAAB”. Accordingly, the Promoter shall have the right to use the name/trademark “ELIE SAAB” and shall abide by the physical standards of construction and marketing as provided in the License Agreement while constructing, developing, marketing and selling the apartments in the Project. **[NOT APPLICABLE FOR COMMERCIAL]**
- 1.16** The use of the word / name / mark "Smartworld", is under permission to use granted by Smartworld Developers Private Limited, for use of the brand name . The use of the word "Smartworld" shall in no manner be construed or interpreted as Smartworld Developers Private Limited being the Promoter and / or the promoter of the Project.

2. MODE OF PAYMENT

- 2.1** All cheques / demand drafts must be drawn in favour of the " _____ "
- 2.2** Name and contact number of the Allottee shall be written on the reverse of the cheque / demand draft.

3. NOTICES

3.1 All the notices shall be deemed to have been duly served if sent to the Allottee(s) by registered post at the address given by the Allottee(s) to the Promoter and email id provided in the Application Form.

3.2 The Allottee(s) will inform the Promoter of any change in its address, telephone no., email ID for future correspondence

4. DEFAULT AND CANCELLATION BY ALLOTTEE

4.1 In the event the Allottee fails or neglects to comply with any of its obligations under the Application Form / Allotment Letter, including (but not limited to) making payment of all due amounts (and interest thereon, if any) as per payment plan (contained under **Annexure A** above) or deny / delay / neglect to execute and / or register the Agreement for Sub-lease, the Allottee shall be deemed to be in default and the Promoter shall be entitled to (a) cancel the allotment made in Allottee's favour, (b) deal with the Unit in the manner deemed fit by the Promoter without any objection / claim from the Allottee, and (c) forfeit the Booking Amount/ earnest money (being 10% of the Total Consideration Value as detailed above) alongwith (i) interest on any overdue payments; and (ii) brokerage paid / payable by the Promoter to the channel partner / broker in case the booking is made by the Allottee through a channel partner / broker and (iii) all taxes paid by Promoter to the statutory authorities levied or leviable under Applicable Laws and (iv) subvention cost and interest (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in instalments or paid directly by the Promoter to the bank and (v) administrative charges as per Promoter's policy and (vi) any other charges and fees payable by the Promoter to the government authorities including but not restricted to the Pass Through Charges (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate / payouts / benefits etc. and (viii) loss of opportunity cost, cost or expenses towards cancellation of booking, cost or expenses towards acquiring subsequent booking and other similar consequential or incidental costs or losses ("**Non-refundable Amount**"). The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India's highest marginal cost of lending rate plus one percent. For sake of clarity, the interest and / or taxes paid on the Total Consideration Value shall not be refunded upon such cancellation / termination. It is clarified that the Promoter shall under no circumstance be liable to return / refund any portion of the applicable taxes or development charges / any pass-through charges paid / incurred by the Allottee to the Promoter or any government authority, except if any refund of GST is received by Promoter from any government authority on amounts that were paid by me / us over and above the Booking Amount. The Promoter shall refund the amount refundable to me / us after re-allotment of the Unit . It is clarified that the refundable amount, if any, shall be refunded by the Promoter only to the Allottee.

4.2 In the event, the Allottee at his sole discretion and without any default by the Promoter, decides to terminate/ withdraw/ cancel the his/her/their allotment, the Promoter shall be entitled to forfeit the booking amount/ earnest money and any other dues payable by the Allottee and thereafter refund the 50% (fifty percent) of the balance amount within 45 (Forty-five) days from the date of termination/ cancellation/ withdrawal and remaining 50% (Fifty percent) of the balance amount shall be refunded to the Allottee on the re-allotment of the Unit or upon expiry of one year from the date of such termination/ cancellation/ withdrawal, whichever is earlier.

5. SIGNING OF AGREEMENT FOR SUB - LEASE

5.1 The Allottee(s) shall sign and, execute and get the ' Agreement for Sub-lease' registered with the jurisdictional Sub-registrar of Assurances within 30 days of allotment of the Unit and shall get the same registered with the jurisdictional Sub-registrar of Assurances within the timeline as and when communicated by the Promoter.

- 5.2** The Allottee(s) understand that he / she / are required to get the ' Agreement for Sub-lease' registered with the jurisdictional Sub-registrar of Assurances within the timeline as and when communicated by the Promoter 30 days of Allotment of this Unit.
- 5.3** All the terms and conditions mentioned in the Agreement for Sub-lease shall be as applicable in respect of the allotment of the Unit by the Promoter to the Allottee(s).

6 SUB LEASE OF THE SAID UNIT

The Promoter on receipt of Total Consideration Value, other charges, stamp duty and registration charges shall transfer the Unit in favor of the Allottee(s) through due execution of a tripartite sub-lease deed duly stamped and registered with the jurisdictional Sub-registrar of Assurances (“Sub-lease Deed”) alongwith other documents as envisaged in this Agreement or as may be required under the Applicable Laws or by NOIDA by the Promoter

Best Wishes

Thanking You

Yours Faithfully

For Blitzbay Developers Private Limited

I/We have read and understood the contents of above communication. Accordingly, I/We accept and confirm the same by appending my/our signature(s)

Allottee(s)

Dated:

SCHEDULE I
DETAILED TERMS & CONDITIONS:

- 1 The Developer was a successful bidder in auction for a plot carried out by the New Okhla Industrial Development Authority ("**NOIDA**") and was allotted a Plot No. 7, admeasuring 24,000 Square Meters, situated in Sector-98, Noida, Uttar Pradesh ("**Total Land**") under Scheme Code 2024-25 area greater than 20,000 Square Meters dated 26.09.2024.
- 2 By virtue of a lease deed dated 17.04.2025 registered with the Office of Sub-Registrar, Sadar-II, Gautam Budh Nagar as Document No. 2629, in Book No. 1, Vol. No. 10547 at Pages 265 to 294 on 17.04.2025 ("**Lease Deed**"), NOIDA has conveyed the leasehold rights of the Total Land to the Promoter for a term of 90 years commencing from 17.04.2025.
- 3 The Promoter will develop the Total Land in stages as may be determined by the Promoter at its sole discretion, as a mixed land use project comprising both residential and commercial components.
- 4 The Promoter presently is in the process of developing an area admeasuring _____ sq. mtrs. ("**Project Land**") located within the Total Land, comprising of residential and commercial components, along with club, amenities, facilities, services etc. and such other developments as may be permitted within the Project by competent authorities under the name and style of 'SMARTWORLD ES'.
- 5 Post the receipt of the Application, the Promoter has given to the Allottee(s) disclosures of various documents and information regarding the Land on which the Project is to be / being developed, as envisaged under the Real Estate (Regulation and Development) Act, 2016 read with Uttar Pradesh Real Estate Registration Rules and the regulations made thereunder ("**RERA**").
- 6 The Allottee(s) shall, make all payments to the Promoter and / or as per the instructions of the Promoter from his own bank account only and not from or through the bank accounts of any third party. The Allottee(s) alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Allottee(s) only.
- 7 The Agreement for Sub-lease shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the applicable laws including the Uttar Pradesh Unit (Promotion of Construction, Ownership and Maintenance) Act, 2010 and RERA. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sub-lease shall prevail.
- 8 If Allotment of the said Unit is cancelled either by the Allottee(s) or by the Promoter, the Allottee(s) shall cease to have any claim against / upon the said Unit and / or against the Promoter (except for the refund as stated herein) and the Promoter shall be free to deal with the said Unit in any manner whatsoever without any further reference / intimation to you the Allottee(s).
- 9 This provisional allotment is further subject to the Allottee(s) paying the requisite stamp duty and registration charges and registering the Agreement for Sub-lease within the prescribed stipulated timelines as and when per the Applicable Laws communicated by the Promoter, failing which, the Promoter at its sole discretion reserve its right to cancel the Allotment, this Allotment Letter and / or Application Form and forfeit the amounts as per the terms mentioned in the Application Form.
- 10 To avoid penal consequences under the Income Tax Act, 1961, where sale consideration for the Unit is more than Rs.50,00,000 / - (Indian Rupees Fifty Lakhs), the Allottee(s) is required to comply with provisions of Section 194 IA of the Income Tax Act, 1961 (effective from 01st June 2013), by deducting Tax at Source (TDS) at applicable rates from each instalment/ payment. The Allottee(s) shall be required to submit TDS certificate and Challan showing proof of

deposition rates from each instalment/ payment. The Allottee(s) shall be required to submit TDS certificate and Challan showing proof of depositions of the same within 7 (seven) days from the date of tax so deposited to the Promoter so that the appropriate credit may be allowed to the account of the Allottee(s).

- 11 The Allottee(s) has applied for the booking and allotment of the Unit being fully aware of the cost of the Unit, and also of the new tax regime of Goods & Services Tax ("GST") having come into existence with effect from 01.07.2017. The Allottee(s) is fully aware that all payments made, and all bookings made will attract GST under the Central Goods and Services Tax Act, 2017. The Allottee(s) also confirms that he / she shall not claim any GST credit and / or claim any reduction in price of the Unit due to application of GST. The Allottee(s) shall also pay, as and when demanded by the Promoter pro-rata share of Goods & Services Tax (GST-w.e.f. 01st July, 2017) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Allottee to the Promoter (collectively referred to as "Taxes"). The Allottee shall further be liable to pay any change / modification/increase in Taxes as may be levied by the Government or any statutory / competent authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the Unit).
- 12 **Anti-Money Laundering**
- (i) The Allottee(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee(s) under this Allotment Letter towards the Said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "**Anti Money Laundering**"). The Allottee(s) shall keep the Promoter, it's employees, agents and directors fully indemnified against any loss, claim or damage that may be caused due to any such amounts paid by the Allottee(s) which are directly and/or indirectly proceeds of crime.
- (ii) The Allottee(s) further declare(s) and authorize(s) the Promoter to give personal information of the Allottee(s) to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.
- (iii) The Allottee(s) further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Allotment Letter. Upon such termination, the Allottee(s) shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoter, which the Allottee(s) hereby unequivocally agree(s) and confirm(s).
- (iv) In the event of such cancellation/termination, the Promoter shall refund extent of Total Consideration Value amount received from the Allottee(s) after forfeiting the Booking Amount (i.e., 10% of the Total Consideration Value) in accordance with the terms of this Allotment Letter, only after the Allottee(s) furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee(s). It is clarified that the Promoter shall under no circumstance be liable to return/ refund any portion of the Applicable Taxes any pass-through charges paid/ incurred by the Allottee(s) to the Promoter or any government authority.
- 13 All the relevant information, documents, plans, site map, specification and such other credentials with respect to the rights, interests, competency, facilities and infrastructure to be provided in the Project being developed by the Promoter have been made available to the Allottee(s). The Allottee(s) has confirmed that he / she / they has / have examined the said documents, plans, site map etc., and is/ are fully satisfied in all respects with regard to the rights and interests of the owners / Promoter

in the Land on which the Project is being developed, and has / have understood all limitations and obligations of the Promoter in relation thereto and has relied solely on his / her / its / their own judgment and investigation. The Allottee(s) confirm that no further investigation in this regard is or shall be required by him / her / them.

- 14 The Allottee(s) shall sign, execute and get the 'Agreement for Sub-lease' registered with the jurisdictional Sub-registrar of Assurances within 30 days of allotment of the Unit within the timeline as and when communicated by the Promoter. This Allotment Letter is not meant or be treated or deemed to be as Agreement for Sub-lease as contemplated under provisions of law.
- 15 In the event the Allottee fails or neglects to comply with any of its obligations under the Application Form / Allotment Letter, including (but not limited to) making payment of all due amounts (and interest thereon, if any) as per payment plan (contained under Annexure A above) or seek to withdraw or cancel the allotment or deny / delay / neglect to execute and / or register the Agreement for Sub-lease, the Allottee shall be deemed to be in default and the Promoter shall be entitled to (a) cancel the allotment made in Allottee's favour, (b) deal with the Unit in the manner deemed fit by the Promoter without any objection / claim from the Allottee, and (c) forfeit the Booking Amount/earnest money (being 10% of the Total Consideration Value as detailed above) alongwith (i) interest on any overdue payments; and (ii) brokerage paid / payable by the Promoter to the channel partner / broker in case the booking is made by the Allottee through a channel partner / broker and (iii) all taxes paid by Promoter to the statutory authorities levied or leviable under Applicable Laws and (iv) subvention cost and interest (if the Allottee has opted for subvention plan) which the Promoter may incur either by way of adjustment made by the bank in instalments or paid directly by the Promoter to the bank and (v) administrative charges as per Promoter's policy and (vi) any other charges and fees payable by the Promoter to the government authorities including but not restricted to the Pass Through Charges (vii) any payout(s) in any manner whatsoever including but not limited to rebate(s), discount(s), reimbursement(s), pre-handover rebate / payout / benefits etc. and (viii) loss of opportunity cost, cost or expenses towards cancellation of booking, cost or expenses towards acquiring subsequent booking and other similar consequential or incidental costs or losses ("**Non-refundable Amount**"). In the event, the Booking Amount / the amounts paid by the Allottee(s) towards Total Consideration Value is less than 10% of the Total Consideration Value, the Allottee(s) shall be liable to pay to the Promoter the deficit amount. The rate of interest payable by the Allottee to the Promoter shall be the State Bank of India's highest marginal cost of lending rate plus one percent. For sake of clarity, the interest and / or taxes paid on the Total Consideration Value shall not be refunded upon such cancellation / termination. It is clarified that the Promoter shall under no circumstance be liable to return / refund any portion of the applicable taxes or development charges / any pass-through charges paid / incurred by the Allottee to the Promoter or any government authority, except if any refund of the applicable taxes or development charges / any pass-through charges paid / incurred by the Allottee is received by Promoter from any government authority on amounts that were paid by the Allottee over and above the Booking Amount. The Promoter shall refund the amount refundable to the Allottee after re-allotment of the Unit. It is clarified that the refundable amount, if any, shall be refunded by the Promoter only to the Allottee.
- 16 If the Allottee(s) fails to execute and deliver to the Promoter, Agreement for Sub-lease within 30 (Thirty) days from the date of this Allotment Letter or such further period as provisioned and / or appear before the Sub-registrar in NOIDA, Uttar Pradesh for its registration within the prescribed stipulated timelines as and when communicated by the Promoter applicable law, then the Promoter shall serve a notice to the Allottee(s) by email / by hand / by Post (RPAD) / by courier on the address given by the Allottee(s) for rectifying the breach or default.
- 17 If the Allottee(s) fails to execute and deliver to the Promoter the Agreement for Sub-lease within the aforesaid prescribed time along with due payment and / or appear before the Sub-Registrar for its registration, the Promoter shall be entitled to cancel this allotment and upon such cancellation, the Allottee(s) shall have right only to seek refund of sums deposited by him after deduction of Booking Amount along with the Non-refundable Amount, without any interest or compensation whatsoever in the manner, any incentives or benefits given, any amount paid in brokerage / lease rent / one time lease rent and to the extent as provided for hereinafter and shall not have any claim in respect of the Unit. The Allottee(s) understands

and agrees that under no circumstances shall, the payments made by he / she / it to the Promoter, be construed or deemed to create, in any manner whatsoever, a lien on the said Unit in favour of the Allottee(s).

- 18 Keeping in view the investments (i.e. time, labour and money) made by the Promoter in developing the Project, the Allottee(s) agree that upon the receipt of the Occupation Certificate or part thereof for the Project, the Allottee(s) shall not be entitled to terminate the Agreement for Sub-lease / Buyer' s Agreement for any reason whatsoever. The Allottee(s) agrees that in case the Allottee(s) withdraws from the Project after the receipt of Part Occupation / Occupation Certificate at no fault of the Promoter, then the Promoter shall be entitled to forfeit the entire amount paid by the Allottee(s) along with interest, if any. The Allottee(s) further agree/s and acknowledge/s that the Promoter' s obligation of handover of the Unit shall come to an end upon issuance of the Notice for Offer of Possession and that subsequent to the same, the Promoter shall not be responsible and / or liable for any obligation towards the Allottee(s) for the possession of the Unit.
- 19 In the event, Allottee(s) is / are in default of instalments (if any), applicable Taxes and any other charges / amounts falling due after the receipt of Occupation Certificate / Part Occupation Certificate, the Promoter shall have an option to terminate the Agreement for Sub-lease and forfeit the entire amount paid by the Allottee(s) along with the interest.
- 20 In accordance with the Applicable Law and the terms of the Agreement for Sub-lease, and also in accordance with the procedure laid down by the Promoter, the Allottee(s) shall be entitled to assign/ transfer its rights in the allotment of the Unit. Further, upon the receipt of the part occupancy certificate / occupancy certificate, as the case may be and execution of the Conveyance Deed, the Allottee(s) shall be fully entitled to re-sell or transfer the Unit to any third party in accordance with the Applicable Law.
- 21 The Allottee(s) are aware and understand that the Promoter shall develop a larger mixed land use project consisting of both residential and commercial components. The entire project would be developed in multiple stages as may be determined by the Promoter in its sole and absolute discretion. The Allottee(s) have no objection and full consent for the same.
- 22 The Allottee(s) shall not do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project / Building(s) or the brand "Smartworld" or the Promoter or its associates or its representatives. In the event, the Allottee(s) does or omits to do any such act, deed or thing then it shall constitute an event of default and the Promoter shall be entitled to proceed as per the provisions of this Allotment Letter.
- 23 If there is more than one allottee, all obligations hereunder of such applicants shall be joint and several. All communications shall be sent by the Promoter to the Allottee whose name appears first (First Allottee) and at the address given by him / her / it which shall for all intents and purposes to consider as properly served on all the Allottees.
- 24 All the aforesaid terms and conditions are applicable and binding upon its respective nominees / legal heirs, executors, successors and assigns of the Allottee(s).
25. This Allotment Letter shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Noida, Uttar Pradesh alone shall have exclusive jurisdiction over all matters arising out of or relating to this Allotment Letter. All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Allotment Letter, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions within 30 (thirty) days, failing which the same shall be settled through the authority/adjudicating officer appointed under the RERA Laws.