

ALLOTMENT LETTER

(On Stamp Paper)

Dated- _____

This stamp paper is the part of Allotment Letter of **Apartment No-** _____ allotted in the name of Mr/Mrs. _____ of Residential apartment in proposed group housing project “**HBA Techzone Residency**” situated at Village Jaganpur Afzalpur, Tehsil Sadar, Distt. Gautam Budh Nagar, U.P.

To,

Dated -23.01.2019

Mr./Mrs. _____,

S/o - _____

Add.- _____

Ph.- _____

Mail ID- _____

Co- Applicant- _____

Subject:- Allotment of Residential Apartment in proposed Group Housing Project “HBA Tech Zone Residency” situated at Village Jaganpur Afzalpur, Tehsil Sadar, Distt. Gautam Budh Nagar, U.P.

Dear Sir(s)/Madam,

In response to your application we, **M/S HBA Infrastructure Pvt. Ltd.** a Company registered under the Companies Act, 1956 having its Office Area, HBA Techzone Residency (Near CNG Station), Yamuna Expressway, Gr. Noida, G.B. Nagar – 203201, CIN No- U45400DL2010PTC211526, (hereinafter referred to as the ‘Company/Developer’ which expression shall, unless it repugnant to the context or meaning thereof be deemed to include its successors and assigns) hereby subject to the terms and conditions mentioned hereinafter allot to you a **Residential Apartment No- _____ on _____ Floor, Block- _____ (called _____)**

- Super built-up area _____ sq.ft. (_____ sq.mtr.)
- Polyline area(i.e. the R.C.C. slabs area of the apartment) _____ sq.ft. (_____ sq.mtr.)
- Common area with the apartment _____ sq.ft. (_____ sq.mtr.)
- Carpet area _____ sq. ft. (_____ sq.mtr.)
- Terrace Area with apartment NIL

As per layout plan of apartment herewith as Annexure-A, as per specifications attached herewith as Annexure-B, in the proposed Group Housing Project known as “HBA TECHZONE RESIDENCY”, situated at village Jaganpur Afzalpur, Tehsil Sadar, Distt. Gautam Budh Nagar, U.P. for a **Basic Cost of Rs. _____/- (Rupees-_____only)**

Plus GST & other Govt. levies, as assessed and attributed by Government of India, payable as per Payment Plan mentioned hereinafter as Annexure-C. The said rates are exclusive of certain charges mentioned hereinafter as Annexure- D.

1 SQ.MTR = 10.764 SQ. FT.

*Note: The Super Built up area comprises of the polyline (P Line) area of the apartment (i.e. the area of R.C.C. slab of said apartment including walls, columns, beams, cupboard, shafts including balconies and terraces with or without roof. The outer walls which are shared with another unit shall be computed at 50%, remaining outer walls shall be computed at 100%) and the proportionate common area of that particular Block in which the apartment is situated (i.e. the area/core area comprises of corridors, lifts, stairs case, entrance lobby at ground, overhead water tanks, machine rooms, mumty, garbage room etc.) and the proportionate common area of the project which includes security rooms, maintenance room, generator room, electrical room and other constructed common areas which are not separately charged.

Company

Allottee

Co-Allottee

The following are not included in the Super Built-Up Area:-

Under Ground Sump, Under Ground Water Tank, Boundary wall of Compound, Septic Tank, Walk Ways, Open sports facilities, Weather Sheds, in accessible flowers beds, if any..

For all intents and purposes and for the purpose of terms and conditions set out in this Application Form, singular includes plural and masculine includes feminine gender.

Interpretation of some indicative terms

Applicant: - means persons, Firm, Company applying for allotment of the said apartment, whose particulars are set out in the booking application form and who has appended his signature in acknowledgement of having agreed to the terms & conditions of the booking application form

Application (Booking Application):- A request for allotment of apartment made by the Person(s)/Firm/Company on a standard format namely booking application form of company. In case of more than one applicant the other will be considered as co-applicant, prior to execute the allotment letter they will be considered as Intending Allottee(s).

Allotment Letter: - Confirmation of booking of apartment by the Company, a standard prescribed format of company containing the terms and conditions of allotment, duly executed between the Company and Intending Allottee(s).

Allottee(s):- Those who have executed the allotment letter over a standard format of Company thereafter a particular apartment(s) has been reserved for that particular Allottee(s) and have agreed to abide by all the terms and conditions till the time the indenture of conveyance is executed. In case of more than one applicant the other will be considered as **co-allottee(s)** and allottee and the **co-allottee(s)** will have the equal share in the apartment.

Apartment: - The Residential/Commercial unit in the project which is identified by a number, that number is also identifying the Block of that unit/flat. "Said Apartment" shall mean the specific apartment applied for by the Allottee in the Said Project, details of which has been set out in the Application

Apartment Act: - The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

Area:-

- a. **Area of land:** - Total Area of land over which the project is going to be constructed.
- b. **Super Built-up Area:** - Means the sum of (1) covered area of the said apartment including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lofts etc. and half the area of common walls with other premises/apartments which form

Company

Allottee

Co-Allottee

integral part of said apartment and (2) proportionate share of area to be utilized for common use & facilities, including but not limited to entrance lobby, electrical shafts, fire shafts, plumbing shafts and services ledges on all floors, common corridors, and passages, staircases, staircase shaft, munties, underground & overhead water tank, services area including but not limited to the machine rooms, security/fire control rooms, maintenance offices/stores, sub-station, meter room etc, if provided.

- c. **Poly line Area:** - All constructed area of an apartment with or without roof including walls, columns, beams, cupboards, useable shafts, balconies, and terrace with or without roof.
- d. **Carpet Area:** - The covered area of the usable rooms at any floor level (excluding the area of the wall), as per NBC-2005.
- e. **Common Area and Facilities*** :- Means all facilities to be used by all the apartments, such as entrance lobbies, corridors, staircases, staircase shafts and munties, lobbies, lifts, lift lobbies, shafts and machine rooms, all service shafts, fire escapes, all underground and overhead tanks, electric sub-station, control penal room, installation area of transformer and DG set, guard towers, entrance and exit of the project, water supply, pump house ,sewerage systems and STP, EPABX systems, rain water harvesting systems etc., if provided.
- f. **Independent Area*:** - Means the Areas which are not included as common areas for joint use of apartments and may be sold by the company/promoter without the interference of other apartment owners.
- g. **Limited Common Area and Facilities*:-** Means those areas and facilities which are designated in writing by the promoter as reserved for use of certain apartment or apartments to the exclusion of the other apartment.

* All above definitions are as per The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

Basic Cost of Apartment/Unit: - The consideration amount for apartment/unit exclusive of other charges/taxes which are mentioned in the Booking Application Form and the Allotment Letter.

Force Majeure Clause:- means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not be limited to:

- (a) Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters.
- (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism.
- (c) Strikes or lock outs, industrial dispute.
- (d) Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.
- (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion
- (f) the promulgation of or amendment in any law, rules or regulations or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts the party/company from complying with any or all the terms and conditions as agreed in this Application; or any legislation, order or rule or regulation made or issued by the Govt. or any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of

necessary approvals for the Said project/Said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever.

Layout and Plans :- The Architectural Drawings of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular apartment.

Payment Plans: - These are the mode of payment towards the captioned booking of apartments having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

Maintenance Charges:- means the charges to be paid by the Allottee(s) for the maintenance and upkeep of the Said Project as per the payment plan to the Company or to the Maintenance Agency @ prescribed rates on the super built-up area of the Said Apartment, payable on monthly/pre paid basis.

A.A.O: - Means an Association of the Apartment Owners which shall be duly formed as per the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.

Taxes: - shall mean any and all prevailing taxes payable by the Company or the taxes going to be attributed in future, by way of value added tax, state sales tax, central sales tax, works contract tax, workers welfare cess/fund, service tax, cess, educational cess, G.S.T. or any other taxes, charges, levies by whatever name called, in connection with the development/construction of the Said Apartment/Said Project.

THE APPLICANT(S) UNDERSTAND(S) AND AGREE(S) THAT :-

The Company has purchased a plot of land pertaining to Khasra No. 19 admeasuring 3232 sq.mtr. vide sale deed document no. 18613 dated 12.06.2014 and Khasra No. 21 admeasuring 2324 sq.mtr. vide sale deed document no. 10625 dated 18.05.2015, both lands are located at Village Jaganpur Afzalpur, Tehsil Sadar, Distt. Gautam Budh Nagar, U.P.. The land mentioned above of Khasra No. 19 and 21 are adjoined land.

The Company has planned a Group Housing Project named as “HBA Tech Zone Residency” over the said land, the said project will comprise of residential apartment, shops and few Residential Plots. The allottee(s) has fully understood the planning of the said project.

The layout plan/map for construction of the project “HBA Tech Zone Residency” pertaining to the land of said Khasra No. 19 has been approved by Zila Panchayat Gautam Budh Nagar vide letter/approval 288/nirman/2014 dated 06.02.2014. The Apartment / Unit under this allotment is falling in the land of said approved map. The company will apply for the approval of the map pertaining to the land of Khasra No. 21 with the amalgamation of earlier sanction of Khasra No. 19, in case the Company will not be able to get approval of land of said Khasra no. 21 as mentioned above by any reason whatsoever the planning of project “HBA Tech Zone Residency” shall be limited to Khasra No. 19 only.

The Company is not offering any property for sale or any facilities in the proposed planning of Khasra No. 21 or providing the allotment thereof.

Company

Allottee

Co-Allottee

The Company has planned to develop gym, party hall & other facilities in the Blocks falling in the land of said Khasra No. 21 which shall remain the property of the Company as independent area in the project “HBA Tech Zone Residency” and the Company may use these facilities for other projects of the Company.

The Ground Coverage and FAR etc. in the case of amalgamation will be increased therefore by signing this allotment all time consent of the allottee(s) for the change of layout and other purposes shall be presumed, however in case any separate consent of the allottee(s) in writing for the change in layout or increased FAR will be required, the allottee(s) shall be bound to provide the consent for the same.

The approved plan pertaining to said Khasra No. 19 is having 4 blocks namely C, D, E & F and some other blocks will fall in the land of Khasra No. 21, each block shall be considered as a phase of construction. After completing the construction of a particular block with all basic amenities in that block the possession will be given to the allottee(s), the construction of remaining blocks will remain on going and possession will be provided in various phases.

The top floor apartments may be allotted with exclusive roof rights and the owners of top floor apartments shall be entitled for the exclusive usage of the terrace if that is allotted to them.

The owner/inhabitant of four residential plots falling in khasra no. 22 which is also the adjoining land with the project “HBA Tech Zone Residency” shall be entitled for the right of passages and other facilities like but not limited to use the club, swimming pool, party hall etc. (if provided) as the Company has entered into a M.O.U. with the owners of said land for this purposes therefore that M.O.U. shall be equally binding over the allottee(s) of “HBA Tech Zone Residency”.

NOW THEREFORE THIS ALLOTMENT LETTER WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE COMPANY AND ALLOTTEE(S) AS PER THE PAYMENT PALN ANNEXED :-

- 1) The Allottee(s) has/have seen/inspected all the documents of titles and other relevant papers/documents including but not limited to building plan for the project sanctioned by competent govt. body/authority and other approvals obtained from Government Authorities pertaining to the aforesaid Project. This present allotment letter/agreement in being entered by him after being fully satisfied about the rights, titles, and interest possessed by the Developer over the same and after having full knowledge of the applicable laws to which the project/developer is or be subject to in future and about the quality of construction at the project. The allottee(s) are completely aware of and understood all limitations/obligations/restrictions (if any) of the project/developer in respect thereof and confirm he shall not raise any objection if future whatsoever in this project.
The drawing and plans of the project has been displayed at the site office of the project & the corporate office of the company.
That this has been explained to Allottee(s) that actual construction shall not be compared with the show flat, also that the fitting fixture, finishing and other items of said show flat shall not be compared with the actual construction. The specification of the actual construction are duly

specified in the brochure and also forming the part of the booking application and this allotment.

Note: The request for any change in construction/specification of any type in the apartment will not be entertained.

- 2) The apartment on all the floors shall be sold as an independent apartment with undivided interest in the common areas and facilities. There may be some Limited Common Areas and Facilities which have been reserved by the Company for the use of certain apartment or apartments to the exclusion of other apartments and also some independent areas which are not include as common area for joint use of apartment and may be sold by the Company without the interference of other apartments owners.
- 3) That the Allottee(s) is/are aware of and has/have knowledge that the building plans are tentative and agree to that the company may make such changes, modification, alternations and additions therein as may be deemed necessary or may be required to be done by the company, the Government/Development Authority or any other local authority or body having jurisdictions. The permissible FAR shall be as per the prevailing Building Byelaws of the Concerned Authority which comprises of limited nos. of the apartments/flats in proportionate to the population density. Thereafter additional purchasable FAR, compoundable FAR and Green Building FAR etc. will be permissible time to time as per the concerned govt. body's regulations.
In the eventuality of change in FAR the company shall have the right to explore the terrace to achieve the enhanced FAR. The company can make any type of change in layout/elevation/design/ alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the company and by signing this allotment and terms & conditions, all time consent of the allottee(s) shall be presumed for all has been stated herein.
- 4) The Project shall always be known as "HBA Techzone Residency" and this name shall not be changed by anyone including the Allottee(s) or his lessees/occupant(s)/transferee(s)/ assignee(s)/Association etc.
- 5) That the consideration is for the total area of the said apartment which will be Sold, as mentioned herein the property known as "Super Built Up Area". That all other rights excepting what have been mentioned including easement rights, unsold flats/apartments, un-allotted parking spaces, spaces for commercial and recreational facilities, convenient shopping spaces, spaces for public amenities, service apartment, community, clubs, storage and commercial constructions etc. or any other spaces which does not fall under the definition of common areas will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever states above. That the dimensions shown in the brochures, maps or any other documents has been calculated on non plastered brick wall to brick wall bases. The Company can lease out the vacant apartment (s) or the complete Block of the apartment (s) as a whole or in part to one or more person (s)/ company (ies)/ institution (s) whosoever.

- 6) In case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the Allottee(s) or bank/financial institution for any reason, the company has sole right to reissue them or reject the application of reissuance. If/Whenever they are reissued by the Company, that shall attract a fee of Rs. 5000/- plus GST as applicable every time, as administrative charges and shall be payable by the Allottee(s).
- 7) That the intending allottee(s) have to execute the Maintenance Agreement, Parking Allotment Letter, Agreement for supply of Electricity, Agreement for Power Back-up etc. at a appropriate time/before possession. Copies of all these agreements/allotment letters are available in printed format for the reference/perusal of the allottee(s).
- 8) That the schedule of payment/installment has been duly explained to the Allottee(s) who shall be the responsible for making payments on time, any separate demand letter for the installment falling due will not be required to be sent by the company and that cannot be claimed as a right or any duty/obligations towards the company. Timely payment is the main essences of the Allotment the delayed payment shall attract interest @ 18% per annum.
- 9) That the applicant(s)/allottee(s) and the family members have a right to visit and inspect the project site during the course of construction, while deriving this right if any loss or damage happens the company shall not be held liable for any loss/cost/damages or any other expenses on account of such visit.
- 10) That the allottee & co-allottee (if any) will have equal share in the apartment and in case of death of any of them the allotment will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a case where any dispute arises between the Allottee(s), allotment will continue only after providing consent in writing by them and No Objection Certificate from the bank concern. The interest over the delayed payment shall be charged the dispute whatsoever stated above shall not give any effect to that. In above mentioned circumstances the company will hold the allotment for two months only there after the company can cancel the said allotment and the allottee(s) shall have no claim or right whatsoever except to the claim of refund of amount deposited as cost of apartment with deduction of 5 % of the cost of the apartment. For the refund the consent of the allottee(s) shall be necessary otherwise the amount shall be refunded in equal share between/among all the allottee(s).
- 11) That the installments of payment will run as opted in the application form/mentioned in the allotment letter, the payment of due installment first of all shall be adjusted towards the interest due thereafter the remaining amount shall be adjusted in the principal amount dues. In case payment is not received within stipulated period or in the event of breach of any of terms & conditions of the allotment, in this kind of circumstances the company may in its sole discretion will cancel the apartment and forfeit the 15% of the cost of the apartment and balance amount will be refunded without interest.

Note: Timely payment being the main essence of the allotment, any delay in payment due to any reason whatsoever, shall be the sole responsibility of the allottee(s) and it can impact the possession of apartment also.

- 12) That in case the allottee(s) surrenders the booking/allotment at any stage due to any reason whatsoever, then 15% of the cost shall be forfeited and balance if any shall be refunded without interest.

Note: It shall be always clear that if availed loan for the apartment the dues of the Banks/financial institutions shall be refunded directly in all the cancellation / refund cases.

- 13) That any alternation / modification as the company may deem fit or as directed by any competent authority(ies) resulting ± 3 % change in the super built-up area of the apartment including terrace/balconies, there will be no extra charge/ claim by the company also the allottee(s) shall not be entitled for any refund, However any major alternation/ modification resulting in more than ± 3 % in super built-up area, including terrace/balconies of the apartment, any time prior to and upon the possession of the apartment the company will intimate in writing about the changes thereof and the change in the enhanced cost of apartment. The consent or objection in this regard must be informed within 30 days from the date of such notice, In case there is any objections for such change the booking/ allotment shall be cancelled and the company will refund the cost of apartment/unit received from the allottee (s) without any deduction and along with interest @ 12 % per annum on the amount paid by the allottee(s). No other claim of the allottee (s) shall be considered in this regard.

It shall always be clear that any alteration / modification resulting in more than ± 3 % change in the super built – up area of the apartment, including terrace/balconies, then the demand or refund shall be applicable for the entire area i.e. : for a ± 4 % change the demand or refund shall be applicable for the total 4 % area.

- 14) That if for any reason Whether within or out of the control of the company whole or part of scheme is abandoned no claim shall be preferred except that the cost received from the allottee(s) will be refunded, in full, without any interest.

- 15) That the developer endeavors to complete the construction of the apartment within 36 (thirty six) months with a fit-out period of 3 (three) months from the date of this allotment letter. Notwithstanding the above, the Company shall be entitled to an extension of time from the expiry of the completion date, if the completion of construction of the said apartment is delayed on account of any of the below mentioned reasons and no claim by way of damage, compensation shall lie against Company.

a- Delay/ no payment from allottee.

b- Non-availability of steel, cement, other building materials, water or electric supply or labour, or

c- Any change in applicable law or existence of any injunction, stay order, prohibitory order or directions passed by any court, tribunal, body or competent authority, or

d- Delay in securing any permission, approvals, NOC, sanction building plan, building completion and/or occupation certificate, water, electricity, drainage or sewerage connection from the competent authority, or

e- Force Majeure Event or any other reason (not limited to reasons mentioned above) beyond the control of or unforeseen by the Company, which may prevent or deley the company in performing its obligations as specified in allotment letter.

No claim by way of damage, compensation shall lie against the company in case of delay in handing over the possession on account of the aforesaid reasons or any others reasons beyond the control of the company.

- 16) That the proposed Project is comprises of many Blocks. As soon as the construction of particular Block(s) will be completed with all the basic amenities attached to that particular block, the company after applying for the completion certificate of particular Block(s) to the authority concerned will offer the possession of the apartment. The construction of remaining Blocks will be on going. It can take further time till the completion. The possession of the apartment have to be taken as and when it will be offered, the possession shall not be denied on account of delay in issuance of completion certificate by the authority concerned or ongoing construction or any other reason whatsoever.
- 17) That the construction could be completed prior to the date mentioned in the allotment letter. In that case the possession cannot be denied on any ground whatsoever. The date given in the application form is an assessment only and construction could be completed earlier to that.
- 18) That although all the major construction of the apartments will be completed however the final touch i.e. installation of sanitary-ware, kitchen sink, CP fittings, hardware accessories, final touch of paint etc. will be done during the "Fit Out Period" of one quarter. It has been experienced that if the final touch to an apartment has been given and the possession delays as the allottee(s) do not proceed with, the said finished apartment get deteriorates with the span of time. Therefore the concept of Fit-Out period has been adopted and being applied. The said "Fit out Period" is also in order to facilitate to complying with the requisite formality viz. obtaining NOC from the accounts department of the company, registration of Sale Deed etc. The final touch to the apartment shall be given after the registration of Sale Deed. The final touch will take 20 to 30 days for an individual apartment and the owner(s) may get these final installations done in his/her/their own presence, if desired so.
- 19) That only after the registration of Sale deed with possession the allottee(s) shall be considered as the owner of the apartment and it shall be presumed that the keys of the apartment were given for the final touch to the company.
- 20) That the monthly maintenance charges shall commence from the date of possession or after the expiry of Fit-Out-Period of one quarter as the date mentioned in Offer for Possession. It does not matter that if the allottee(s) delayed the possession and final touch was given after the expiry of above said Fit-Out-Period.
- 21) That if there is delay in handing over the possession of apartment beyond 6 months from the proposed date of possession due to any reason(s) which were within the control of the company, the company will pay to the allottee(s) delayed possession charges @ Rs. 5/- per sq. ft. per month for the super built-up area of the apartment for the delayed period (commencing after 6 months from the proposed date of completion), provided that all due Installments of apartment were received on time, any waiver of interest or the payment with interest shall not

be considered as payment on time. Vice-versa the penalty of Rs. 5/-per sq. ft. on delay in taking the possession shall also be applicable and payable by the allottee(s), the said penalty shall commence from the date of expiry of Fit- out period. The holding and waiting period of an apartment shall have a limit maximum of 6 months where the allottee(s) do not proceed for possession i.e. the Sale Deed of apartment remains pending at the end of the allottee(s) even the entire cost has been paid, the said allotment shall be treated as cancelled and no other claim except to refund of cost of apartment/unit without any interest and with deduction of 15% will be entitled and entertained.

Note:- For all the cases of refund, the amount deposited as applicable taxes shall not be refundable and cannot be claimed from the Company.

- 22) That any delay on account of the govt. body/authority for issuance of the completion certificate shall not be considered as a delay in completion on the part of company. The date of applying the completion certificate shall be presumed as the date of completion, the company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined up to the date of applying for the completion certificate only.
- 23) That there will be defect liability period of two years as per Apartment Act 2010 Chapter II Clause 4(8), from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue.
- 24) That the Sale deed of the apartment shall be executed and registered only after completing the construction, after receipt of total consideration and other charges. The other connected expenses/charges i.e. cost of Stamp Duty, registration charges/fees, miscellaneous expenses and Advocate's fees/charges, these fee and charges shall be borne and paid by the allottee(s) and who only will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and the stamp duty/any fee or deficiency thereon if imposed by the government/competent authority over this allotment letter, allotment of parking space and agreement for maintenance, electricity and power back-up etc. shall also be paid and borne by the allottee(s).
- 25) That until a Sale deed is executed and registered, the company shall continue to be owner of the apartment, the allotment shall not give any right or title or interest therein even though all the payments have been received by the company. It is further clarified that the company is not constructing an apartment as a contractor on the other hand company is constructing the project as its own as a promoter. The Company shall have first lien and charge over the apartment for all its dues and payable to the company.

- 26) That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the owner(s) of apartment from the date of possession i.e. from the date of Sale deed.
- 27) That the owner(s) after possession shall comply with all the mandatory requirements and compliances as the Ministry of Environmental Impact Assessment (EIA) norms, U.P. Pollution Control Board/ Water Commission/any other rules and regulations by State of U.P or any other competent authority. That the owner(s) shall abide by all laws, rules and regulations of the Development Authority/local authority/State Govt./ Govt. of India and of the Association of Apartments Owners (as and when the A.A.O formed and till then as prescribed by the company) and shall be responsible for all deviations, violations or breach of any of the conditions of law/ bye laws or rules and regulations. The apartment shall be used for residential purpose only.
- 28) That the parking of two/four wheeler will be available inside the project, as per the type opted by the allottee(s) in the Application Form/allotment letter. The vehicle (two/four) shall be parked in the allotted parking space. The company also reserved its rights to allot the un-allotted parking spaces further in future even after handing over the maintenance of the said project to the A.A.O. The A.A.O or owners/allotees/occupiers of the apartments shall not have any right over the un-allotted parking spaces. No vehicle will be allowed inside the project except those who have reserved the parking space. It is clearly understood by the allottee(s) that the allottee(s) shall not have ownership or title over the car parking space, except for the exclusive right to use the same. The allottee(s) undertake not to transfer the exclusive right to use the parking space in favour of any third party without the sale/conveyance of apartment. One parking space as mentioned in Annexure-D will be given by the company free of cost.
- 29) That either a single point electricity connection or multiple point direct connection(from NPCL to allottee) will be taken from the Competent Authority and the electricity will be distributed through separate meters to the apartments through pre-paid/post paid systems. The Electricity Connection shall be provided for the capacity, as opted in the application form and also in accordance with all other Terms & Conditions as per the electricity supply agreement. Costing for the electric meter & its installation and development of electric infrastructure for supply of electricity is not including in cost of apartment. This will be paid by allottee over & above the costing mentioned in Annexure- C & D. Company reserve the right to itself only to install the prepaid/postpaid and single point/multiple point electric connections in the project.
- 30) That the Power back-up facility in the project will be provided for the common areas and facilities, the Allottee(s) can avail the power back-up facility for his apartment by giving the request to the company subject to the availability of load and payment of applicable charges for the power back-up connection. If company is ready to provide the power back up connection than allottee(s) has to sign the Power Backup Agreement with company. Power back-up per unit charges will be subject to the prevailing rates of fuel & other consumables at the time of possession.

- 31) That the rate for Electricity charges will be as per the prescribed rates of NPCL/Local Electricity distribution agency which includes Fixed charges, unit charges, regulatory charges, taxes and duties. However the line losses of the units will be charged extra. Power backup consumption charges will include the fixed charges (payable in case of non-usage of power back-up) which will be payable along with the consumed unit charges the rate of which will be decided by the company on the basis of the cost of the inputs like fuel, wages etc. and will increase / decrease along with the cost of these inputs, the details are mentioned in 'Electricity Supply Agreement'. The rates for Electricity and Power backup consumption including the fixed charges (payable in case of minimum/non-usage of electricity and power back-up) will be decided by the Company.
- 32) That it is hereby agreed, understood and declared that the company may take construction finance/demand loan for construction of the above said Project from the banks/financial institutions after mortgaging the land/apartment of the said Project. However, the Sale Deed in respect of apartment in favor of allottee (s) will be executed and registered free from all encumbrances at the time of registration of same.
- 33) That if there any Service Tax, Trade Tax, V.A.T, G.S.T., and additional levies, development charges, trade tax, rates taxes, charges, compensation to the farmers, cess and fees or any new tax/fee etc. as assessed and the attributable to the company as consequences of Court order /Government/ Development Authority /Statutory or other local authority (ies)/body order, the allottee(s) shall be liable to pay his/her/their proportionate share for the same to the company as and when demanded. if the appropriate authorities impose any tax on this transaction in future then the allottee(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the company.
- 34) That the non-refundable interest free maintenance security (IFMS) is payable to the company @ Rs. 20/- per sq. ft. of the super built-up area of the apartment, the said IFMS will be handed over to the A.A.O at the time of handing over the maintenance of the project. The monthly maintenance charges in advance is also applicable and payable that will be charged through the prepaid electricity meter and the amount will be utilized for electricity expenses, cleaning, maintenance of lift, parks, roads, security and other amenities falling under the common use and for the common areas of the project. *Presently the rate of monthly maintenance charges has been decided for residential apartment @ Rs. 1.75/- per sq.ft. for the Super Built-up area, however the rate will be decided by the company considering the rates of consumable and wages etc. at the time of possession shall be final and binding.
That the allottee(s) agrees and undertakes to pay all other charges on actual basis as may be demanded by the company, towards electric meter connection, cost of optical network terminals/units for providing FTTH facility,(if provided) or other facilities.
That the apartment shall be used only for the purpose which has been shown in the approved plans, the purpose which may or likely to cause public nuisance or not permissible under the law shall not be allowed. Any type of encroachment/ construction in the entire Project including roads, lobbies, roof etc. shall not be allowed to the apartment's owners or associations of apartment's owners. They also shall not be permitted to closing of verandah, lounges, balconies, and common corridors etc., even if particular floor/floors occupied by the same party. Any alteration in elevation and outside color scheme of exposed walls of verandah, lounges or any

external wall or both faces of external door and windows of apartment, signboard, publicity or advertisement material outside the apartment or anywhere in the common areas shall not be permitted.

Any type of change inside the apartment which may cause or likely to cause damage to the safety, stability of the structure shall not be permitted, as there are hidden RCC column and RCC shear wall supporting whole the structure therefore no change is allowed.

The allottee(s) shall not be entitled to install (inside and outside of apartment) its personal/individual generator for providing Power back-up to the apartment. However it may install UPS system inside the apartment.

- 35) That at the time of handing over the maintenance of the project to the A.A.O the following will be handed over to the A.A.O, all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motors rooms, Single Point Distribution system with all liabilities, Gen-sets, Security Gates with intercom, lift rooms at terrace and other area falling under the common area.

Note: - All the un-sold Spaces and areas which are not falling the part of common area shall continue to be the property of the company and all right are reserved with the company for the said areas.

- 36) That the contents of each apartment along with the connected structural part of the building will be insured by the owner(s) individually or collectively through society against the fire, earthquake etc. All the charges towards insurance shall be borne by the owner(s) or the A.A.O. The company after handing over the possession of a particular apartment shall in no way be responsible for safety, stability etc. of the structure.

- 37) That it shall be the responsibility of allottee(s) to inform the company in writing about subsequent change(s) in the address otherwise the address given in the booking application form will be used for all correspondence and it shall be deemed to have been received by the allottee(s) and the company shall not be responsible for any default.

- 38) Any provision of this allotment letter which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the reminder of such provision or remaining provision of this Allotment letter or effecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alter the terms and conditions of this allotment letter, the party shall negotiate in good faith to amend and modify the provision and terms of this allotment letter as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Allotment letter prior to such prohibition or unenforceability.

- 39) The failure of any non-defaulting Party to enforce, in any one or more instances, performance of any of the terms, covenants or conditions of this Allotment Letter shall not be construed as waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of this Allotment Letter or the rights and obligations of the non-defaulting Party. The Parties acknowledge that a waiver of any term or provision hereof can only be given by a written notice issued on that particular occasion by the non-defaulting Party to the Party in default.
- 40) This Allotment Letter contains the entire understanding between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by both the Parties. This Allotment Letter constitutes the entire understanding/agreement between the Parties and there are no promises or assurances or representations, oral or written, express or implied, other than those contained in this Allotment Letter. The Allottee(s) hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Allottee(s) and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Allotment Letter or to have induced the Allottee(s) in any manner to accept allotment as per this Allotment Letter.
- 41) That in the event of any dispute whatsoever arising connected with the booking/allotment of the said apartment, the High Court of Allahabad and the courts subordinate to it alone shall have jurisdiction in all matters arising out of or touching and/or concerning this allotment.
- 42) In case of NRI allottee(s) to observance of the provision of the Foreign Exchange Management Act-1999 and any other law as may be prevailing shall be responsibility of the allottee(s).
- 43) The Allottee(s) further confirm having sought detailed explanations and clarification from the Developer and that the Developer has readily provided such explanations and clarifications and after giving careful consideration to all facts terms conditions and representations made by the Developer the Allottee(s) herein has/have accepted the allotment and counter signed this Allotment Letter and has paid the money(ies) hereunder being fully conscious of his liabilities and obligations.
- 44) This Allotment Letter has been issued in duplicate copy by the Developer, of which one copy has been retained by the Developers and the other copy shall be with the First named Allottee(s) for its reference and records.

45) That the following Annexure are annexed herewith which are also being the part of this allotment letter.

<u>Annexure Name</u>	<u>Type of Document</u>
A)	Layout Plan of Apartment
B)	Specifications of the Apartment.
C)	Payment plan.
D)	Details of Pricing

The Allottee(s) have read over all the clauses, information provided in this allotment letter, this allotment letter is for the allotment of apartment/unit in the project "HBA Tech Zone Residency" pertaining to the said land of Khasra No. 19. The Allottee(s) is aware about the proposed planning of khasra no 19, 21 & 22 and hereby giving consent to that. The allottee(s) don't have any objection or claim with regards to the proposed plan and the allottee(s) also don't have any objection or claim in case the company proceeds with khasra no-19 only. The allottee(s) do hereby agree to that whenever the consent of the allottee(s) in writing will be required for the change in layout or declaration etc. the allottee(s) shall provide the same without any demur or delay.

LAYOUT PLAN

Annexure - "B"

SPECIFICATIONS

Structure

Earthquake resistant R.C.C. framed structure in accordance with norms.

Flooring

Vitrified tiles in Drawing- Dinning area & Bedrooms with skirting.

Anti-skid ceramic tiles in Kitchen and Toilets.

Ceramic Tiles in Balcony.

Kota/Equivalent Stone/Tile in corridors, staircase & lobby area.

Electrical

Concealed copper wiring.

Standard switches & sockets

Doors & Windows

Prelaminated flush doors/skin moulded shutters doors.

Frame of hardwood/Wooden window/ UPVC/ Aluminium with glass shutter & fixed glass.

Fittings & Fixtures

Cup Board provision in each bedroom without woodwork.

White sanitary chinaware english W.C., washbasin with mirror.

standard accessories in toilets.

Finishes

Internal wall painted with pleasing shades of OBD/ Plastic-Emulsion/equivalent.

External wall painted with external grade paint.

Toilet -

Ceramic tiles up to 7 feet height

Kitchen-

Pre polished granite platform with ceramic glazed tiles dado up to two feet height.

Single bowl stainless steel sink.

Note-

- 1- The colour and design of tiles & motifs can be changed without any prior notice.
- 2- Variation in colour and size of Tiles/stone/mica/wood may occur.
- 3- Request for any change in construction/specification of any type in the apartment will not be entertained.

Company

Allottee

Co-Allottee

Annexure - "C"

Project - HBA Techzone Residency
 Unit No- _____
 Name (Allottee)- Mr./ Mrs. _____

Payment Plan

Sr. No.	Stages of Payment	Amount (in Rs.)
	Payment due out of Basic Sales Price*	
1	Booking Amount	-
2	With in 45 days from Booking	-
3	On Start of Foundation Work	-
4	On Start of Ground Floor Slab Casting	-
5	On Start of 1st Floor Slab Casting	-
6	On Start of 2nd Floor Slab Casting	-
7	On Start of 3rd Floor Slab Casting	-
8	On Start of 4th Floor Slab Casting	-
9	On Start Of Brick Work	-
10	On Start of flooring	-
11	On offer of possession	-
	Total	-

Rupees- _____ only

Note- * GST & other Govt. Levies extra as applicable.

Company

Allottee

Co-Allottee

Annexure - "D"

Project - HBA Techzone Residency
Unit No- _____
Name (Allottee)- Mr. / Mrs. _____

Details of Pricing

Charges Type	Amount (in Rs.)
Basic Sales Price *	-
One Parking Space (covered) for	NIL
IFMS Charges (at offer of possession)	-
Total Consideration*	-

Rupees- _____ only

Note- * GST & other govt. levies extra as applicable.

Company

Allottee

Co-Allottee