



# Allotment



Client Name : MRS. BINA SHARMA

Flat No. : G-704

Client Code : HOM2-0444





उत्तर प्रदेश UTTAR PRADESH

BR 354785

Chief Treasury Officer

THIS STAMP PAPER IS ATTACHED WITH DEED OF AGREEMENT/ALLOTMENT IN CONNECTION

WITH APARTMENT NO. 9-704, AT VVIP HOMES, SOLITAIRE INFRAHOME PRIVATE LIMITED

PLCT NO. GC-03K/GH-03, SECTOR-16C, GREATER NOIDA (WEST), G.B.NAGAR, (UTTAR PRADESH)

Bina Sharma

Bina Sharma

For Solitaire Infrahome Pvt. Ltd.

Authorised Signatory

For Solitaire Infrahome Pvt. Ltd.

Authorised Signatory



## ALLOTMENT LETTER

This Allotment Letter is made and executed on 25 / Aug / 2013, between **M/s Solitaire Infrahome Private Limited**, a company incorporated under the provision of the Companies Act, 1956, having its registered office at D-835, New Friends Colony, New Delhi 110065, India, through its Authorized Signatory MR. SUSHIL TYAGI, who has been authorized by the Board of Directors of the Company, vide its Board Resolution Dated 18/02/2013, to sign and execute this Allotment Letter, hereinafter referred to as the Company (which expression shall, unless repugnant to the context or meaning thereof shall deem to mean and include its assigns and successors etc.) of the First Part.

AND

1. Mr./Mrs. BIJA SHARMA  
Son/Daughter/Wife of Mr. BALRAJ KUMAR SHARMA  
Resident of H.No. B-X-726, CHOWK HIRA HALWAI, OPP. SUKH SAGAR DAWA  
KHANNA LUDHIANA, PUNJAB - 141008

Jointly With\*

2. Mr./Mrs. N.A.  
Son/Daughter/Wife of Mr. \_\_\_\_\_  
Resident of \_\_\_\_\_

\*{to be filled up in case of joint Allottee(s)}

Firms/Societies/Trust/Huf/Prop./Others

3. M/s. N.A. a  
partnership firm duly registered under the Indian Partnership Act 1932, through its partner authorized by  
resolution dated \_\_\_\_\_  
Mr./Mrs./Ms. \_\_\_\_\_ (copy of the  
resolution signed by all Partners required). PAN/TIN: \_\_\_\_\_  
Registration No. \_\_\_\_\_

OR

4. M/s. N.A. a  
Company registered under the Companies Act, 1956, having its registered office at \_\_\_\_\_  
through its duly authorized signatory Mr./Mrs./Ms. authorized by Board Resolution dated \_\_\_\_\_  
(Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required).  
PAN: \_\_\_\_\_ (Hereinafter referred to as the Allottee which expression shall include  
his/ her/ their respective legal heirs, successors, executors, transferees and assignees) of the Second Part.

For Solitaire Infrahome Pvt. Ltd.

COMPANY

Authorized Signatory

✓ Bija Sharma  
ALLOTTEE



WHEREAS this Allotment Letter is reference to your application dated 21/02/2013 for the allotment of a residential Apartment in the Group Housing Residential Complex, known as **"VVIP HOMES"** to be constructed on Plot No.GC-03K of GH-03, area measuring 31475 Sq. Mtrs., Sector-16C, Greater Noida West, Gautam Budh Nagar, U.P.

WHEREAS M/s Gaursons Promoters Pvt. Ltd. was allotted land from Greater Noida Industrial Development Authority (A Body corporate constituted under U.P. Industrial Development Area Act, 1976), on leasehold basis under scheme BRS-03/2010 for the allotment of various Apartments. The Company succeeded in the bidding process and subsequently was allotted Plot No.GH-3, Sector-16C, Greater Noida West, vide its allotment letter No. PROP/BRS-03/2010/1682, dated 27/07/2010.

AND WHEREAS M/s Gaursons Promoters Pvt. Ltd. has taken over physical possession of the said Plot on 28/10/2010, after executing the lease deed dated 11/10/2010 and got it registered with Sub-Registrar Sadar, Gautam Budh Nagar on dated 11/10/2010 vide Book No.1, Volume No.7428 from pages 77 to 126, and bearing document No.21972.

AND WHEREAS thereafter M/s Gaursons Promoters Pvt. Ltd.. executed a Sub-Lease Deed in respect of Plot No.GC-03K of GH-03, Sector-16C, Area Measuring 31475 Sq. Mtrs. Greater Noida West, Gautam Budh Nagar, U.P., in favour of M/s Solitaire Infrahome Pvt. Ltd., vide Sub-Lease Deed document registered at No.2867 in Book No. I, Volume No.12532 on pages 01 to 2870 Dated 08/02/2013 duly regd. with the office of Sub-Registrar Sadar, Gautam Budh Nagar.

AND WHEREAS thereafter the Company M/s Solitaire Infrahome Pvt. Ltd. got the physical possession of the aforesaid Plot of land from M/s Gaursons Promoters Pvt. Ltd. on 12/02/2013.

AND WHEREAS The Company is developing and constructing residential Apartments of various sizes and dimensions in the Group Housing Residential Complex known as **"VVIP HOMES"** on Plot No.GC-03K of GH-03, **Sector-16C, Greater Noida West, Gautam Budh Nagar, U.P.** (herein after referred to as said 'Project') after getting the building plan duly approved from the Greater Noida Industrial Development Authority (GNIDA), and as per the stipulations of said allotment letter and the Company is entitled to allot the said Apartment(s) on sub-leasehold basis to the intending Allottee. The Allottee herein has desired Allotment of a Apartment in the said **"VVIP HOMES"** which the Company offered for allotment. The location of the Apartment is delineated in the layout plan.

AND WHEREAS as per the Building Plan/Layout Plan of said **"VVIP HOMES"** it is envisaged that the Apartments on all floors shall be allotted as an independent dwelling Apartment with impartible and undivided proportionate share of leasehold / sub-lease hold rights, in the land area underneath his block & as well as the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mumty and machinery rooms, guard rooms and other common facilities, if any, for the Apartment(s) to be used and maintained jointly by all the Allottees in the manner hereinafter mentioned. The rights to terrace(s) are vested with the Company and the Allottees shall not be permitted to carry out any construction on the terrace(s).

AND WHEREAS the Allottee has full knowledge of applicable laws, notification, rules, regulations and policies applicable to the said land/housing complex as framed by Government, Greater Noida Industrial Development Authority (GNIDA), and has acknowledged and understood that stipulations, terms and conditions contained in the said Lease Deed executed by and between the

For Solitaire Infrahome Pvt. Ltd.  
COMPANY

Authorised Signatory

Bina Sharma  
ALLOTTEE



Greater Noida Industrial Development Authority (GNIDA) Lessor and M/s Gaursons Promoters Pvt. Ltd. Lessee and M/s Solitaire Infrahome Pvt. Ltd. (Sub-Lessee) shall form integral part and parcel of this allotment, and the Allottee has confirmed and assured the Builder/Company that he shall abide by all the laws & rules in this regards.

AND WHEREAS the Allottee is aware of and has acknowledged and understood that the building plans are tentative with such changes or modifications as may be carried out by the Greater Noida Industrial Development Authority and/or any other competent authority/Architect of the Company.

AND WHEREAS the Allottee has demanded from the Company and the Company has readily allowed the Allottee inspection of the site, proposed buildings plans, specifications, ownership record of the aforesaid plot and all other relevant documents relating thereto, and as a result hereof and / or otherwise the Allottee has fully satisfied himself in all respects with regard to, all the details of the Apartment, all common facilities, the title and also the right and authority of the Company to enter into this Allotment Letter.

AND WHEREAS the requisite Allotment Letter is being executed now incorporating the details embodied in the application form and terms and conditions agreed upon and it is hereby agreed & confirmed by and between the parties that this Allotment Letter shall prevail over all other communications, terms and conditions given in brochures, advertisements, price list, any other sale documents. This cancels all previous Allotments/Agreements issued against this Allotment Letter the Allottee shall quote the Apartment number in all future communication with the Company with this regard from hereon.

AND WHEREAS the Allottee shall after possession comply with all mandatory requirements and compliances as the Ministry of Environment & Forest (GOI) norms, UP Pollution Control Board/Water Commission/any other Rules and Regulations laid down by State of UP or any other competent authority.

All capitalized terms used in these Standard Terms and Conditions and not defined elsewhere shall have the same meaning as set forth in the Allotment Letter.

AND WHEREAS all the dimensions are made on brick wall to brick wall basis and not through realm columns and beams basis therefore the Allottee shall be allotted the Apartment accordingly.

**NOW, THEREFORE, THESE ARTICLES WITNESSETH AND IT IS MUTUALLY AGREED, UNDERSTOOD AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

**APARTMENT DETAILS:**

Apartment No. G-704, on 7th Floor, Block/Tower G, Type of Apartment Type - E  
Super Built up Area 1190 Sq. Ft. (.....) Sq. Mtrs.)

**A. Cost of Apartment**

(1) Basic Sale Price (BSP) @ Rs: 3475 Per Sq. Ft.  
(2) Parking

41,35,250 - 2,97,500(2) = 38,37,750/-  
2,50,000/-

For Solitaire Infrahome Pvt. Ltd.

COMPANY

Authorised Signatory

Pina Sharma  
ALLOTTEE



## (3) Preferential Location Charges (PLC)

- a) Floor  
b) Park Facing  
c) Road Facing

## (4) Lease Rent (One Time)

## (5) External Electrification Charges

## (6) Fire Fighting Charges

## (7) Club Membership Charges

## (8) Power Back-up Charges (upto 1KVA)

## Extra Power Back-up Charges

Total

Rs

## (9) \*Service Tax.

\*Service Tax rate as per applicable laws at the time of allotment.

Extra Charges Payable as per payment plan:

|  |             |
|--|-------------|
|  | 1,60,650/-  |
|  | - N.A -     |
|  | - N.A -     |
|  | 77,350/-    |
|  | Free        |
|  | Free        |
|  | Free        |
|  | Free        |
|  | No          |
|  | 43,25,750/- |
|  | 1,55,727/-  |

## B.

| S.No. | Other Charges  | Rate                  |
|-------|--|-----------------------|
| 1     | IFMS   | @Rs. 25/- Per Sq. Ft. |
| 2     | AMC (at the time of possession decided by the company) |                       |

Note: Power Back-up Charges more than 1KVA is chargeable (if required).

Total Cost of the Apartment (A+B):

Rs. 45,11,227/-

## Booking Amount:

| S.No. | Receipt No. | Receipt Date | Mode of Payment | Cheque No. | Cheque Date | Amount     | Service Tax | Total Amount |
|-------|-------------|--------------|-----------------|------------|-------------|------------|-------------|--------------|
| 1.    | 0727        | 21/02/13     | Cheque          | 980771     | 12/12/12    | 3,15,259/- | 9,741/-     | 3,25,000/-   |
|       |             |              |                 |            |             |            |             |              |
|       |             |              |                 |            |             |            |             |              |
|       |             |              |                 |            |             |            |             |              |

Total Paid Amount: Till 04/08/13

Rs. 7,91,268/-

Balance Amount:

Rs. 37,19,959/-

## PAYMENT PLAN:

| Payment Plan                       |                                     |
|------------------------------------|-------------------------------------|
| Construction Linked Payment Plan-I | Construction Linked Payment Plan-II |
| ✓                                  | x                                   |

As Per Annexure.

Electrification charges as per norms, Stamp Duty, Registration Fees and allied charges as applicable and shall be additionally payable before possession as and when demanded by the Company).

- In consideration of the Allottee complying with the terms and conditions of this Allotment and making timely payments as per schedule mentioned herein, in this Allotment or its annexure(s), the Company hereby agrees to allot the above said Apartment in the said group housing complex, namely "VIP HOMES". (The super area is tentative and is subject to change till the grant of Occupancy Certificate

For Solitaire Infrahome Pvt. Ltd.

COMPANY

Authorised Signatory

Bina Sharma  
ALLOTTEE

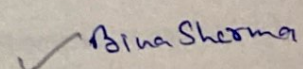


from the Greater Noida Industrial Development Authority or other competent Authority.)

2. "Super Area", which comprises the covered areas, areas under walls, full areas of balconies, cupboards, full area of attached terrace which is covered by projection and other projections whatsoever, together with proportionate share in the common facilities such as area under staircases, lifts, lobbies, entrance and exits of the building, water supply arrangements, storage tanks and installations such as power, light, sewerage, the passages, stairs and corridors, overhead and underground water tanks, electrical sub-station, fire shafts, lift well, mummy and machinery rooms, guard rooms and other common facilities etc. and including all easement rights attached to the said Apartment. However, it is agreed, admitted, acknowledged and so recorded by and between the parties that all other rights, excepting what have been mentioned above, including terraces / basements / stilts etc., rights and to carry out further constructions in case of any change in the FAR, club, splash swimming pool, open spaces, parks, parking(s) (excepting what has been allotted by this Allotment) or tot-lots, public amenities, health club, shopping centers and other facilities and amenities will be solely owned by the Company who will have the authority to charge memberships for such facilities of / and dispose off these assets as stated above in the manner deemed fit by the Company. All dimensions shown in feet-inches are close approximation to metric dimensions.
3. (I) The land on which the said building is located and all easements, rights and appurtenances belonging to the said land and the said building;
- (ii) The foundations, columns, girders, beams, supports, main walls, roof, halls, common corridors, passages, lobbies, stairs, stair-way, refuge areas and entrances and exits of the said building;
- (iii) Installations of common services such as power, light and sewerage;
- (iv) The elevators, tanks, pumps, motors, expressers, pipes, firefighting equipments and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors;
- (v) Circulation area, service areas including but not limited, to machine room, motor room overhead water tanks, maintenance offices/stores, roads etc., architectural features, if provided and security/fire control rooms;
- (vi) All other parts of the said building necessary or convenient to its existence, maintenance and safety or normally in common use;
- (vii) All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas and facilities and shall be reserved for use of certain Apartment to the exclusion of other apartments.
4. Except for the said Apartment allotted herein along with all common easement rights attached therewith, including Common Areas and Facilities of the said building, all adjoining areas including the un-allotted terrace/roof, unreserved Open/Covered/Stilted Car Parking Spaces and facilities therein, storage areas etc., the entire un-allotted/unsold areas of the Project, shall remain the property of the Company and the same shall always deemed to be in its possession and the company shall at all times have an uninterrupted right to lease or use the un-allotted areas at its own will. The Allottee agrees to pay the proportionate amount due on him for the maintenance of common areas and facilities.

For Solitaire Infrahome Pvt. Ltd.

COMPANY   
Authorised Signatory

  
ALLOTTEE



5. The Allottee shall get exclusive possession of the built-up area of his Apartment and the title will be transferred of said area along with undivided proportionate share, in the land area underneath his block. The Allottee shall have no right in the remaining part of the complex such as club, swimming pool, open spaces, parks, parking, plots, public amenities, shopping centers and other facilities and amenities except the right of ingress and egress in the common areas like corridors, staircase, lobby, lift area or any approaching road also the land for other common facilities shall remain the property of Company.
6. The Allottee shall be governed as per U.P. Apartment Ownership Act, 1975 or Apartment by the U.P. Apartments Act 2003, U.P. Apartments Act, 2010 and / or the policies and regulations of Greater Noida Authority or any other Competent Authority. The right of usage of common facilities by the Allottee is subject to, execution and observance of the maintenance agreement and observance of covenants contained herein.
7. All other charges (excluding Basic Sale Price) will be paid separately. The total amount payable by the Allottee including Basic Sale Price and other charges has been summarized/ mentioned in this Allotment Letter attached.
8. That the Allottee has agreed to pay the balance amount on account of Basic Sale Price in accordance with this Allotment Letter. Similarly the Allottee has also agreed to pay the balance amount on account of other charges in accordance with said Allotment Letter.
9. That timely payment of installments as indicated in the schedule of payment is the Essence of the Allotment. No separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Allottee to make the payment on or before the due dates. If any installment(s) as per the payment schedule is not paid by the due date, the Company will charge 24% interest per annum on the delayed payment for the period of delay. However, if the payment remains in arrears for more than 45 (Forty Five) days or 2 (Two) consecutive demands whichever is earlier, the Allotment will automatically stand cancelled without any further intimation to the Allottee and the Allottee will cease to have any lien on the Apartment. In such a case, the amount deposited up to 10% of the basic sale price of the Apartment + services tax as applicable will stand forfeited and the balance amount received by the Company if any will be refunded without any interest. However, in exceptional and genuine circumstances the Company may, at its sole discretion, condone the delay in payment by charging a minimum interest @24% per annum of the amount outstanding, but shall not be bound to do so.
10. In case, the Allottee (applicant), at any time, desires for surrender registration cum booking / provisional allotment, it may be agreed to, subject to sole discretion of the Company. In such as case 10% of the Basic Sale price of the Apartment + services tax as applicable shall be deducted towards the processing and administrative charges and the balance, if any, shall be refunded without any interest.
11. That if the Allottee fails to make the payment as per opted plan, then the Company shall have full right to cancel the allotment of the said Apartment and the Company will forfeit 10% of the basic sale price of the Apartment + services tax as applicable or if the Allottee surrendered the said Apartment or request to the Company for the cancellation of the said Apartment, then 10% amount of basic sale price of the said Apartment + services tax as applicable shall be forfeited by the Company.
12. The Allottee agrees that until a Sub-Lease Deed is executed and registered, the company shall continue to be the owner of the Apartment and also the construction thereon and this allotment shall not give to the Allottee 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 any Apartment as a

For Solitaire Infrahome Pvt. Ltd.

COMPANY

Authorised Signatory

Bina Sharma  
ALLOTTEE



contractor of the Allottee but on the other hand Company is constructing the complex as its own and the sale shall be deemed to have taken place only, after the actual completion construction/finishing/handing over of the Apartment and the execution of the Sub-Lease Deed. The Company shall have the first lien and charge on the Apartment for all its dues that may/become due and payable by the Allottee to the Company.

13. It is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the land of the said complex, however the Sub-Lease Deed in respect of the said Apartment in favour of Allottee will be executed and registered free from all encumbrances at the time of registration of the same, relating to Apartment qua Builder.
14. No request for any changes whatsoever in the Apartment from the Allottee shall be entertained.
15. The price fixed or offered for the Apartment is free of Escalation.
16. Further, if there are any additional levies, taxes, service tax, sales tax, VAT, farmers compensation, trade tax, rates, charges, cess and fees etc. as assessed and attributable to the Company as a consequence of government, Greater Noida Industrial Development Authority, municipal corporation or other local or statutory authority(s)'s order, the Allottee shall be liable to pay his proportionate share of such additional levies and taxes. Where there is apprehension in relation to Mr. K. Raheja (Development Company) V/s State of Karnataka Case decided by the Hon'ble Supreme Court of India and any other order passed in future by the Govt./Statutory or other local authority(s), then the Company can be treated as a contractor of the Allottee and liable to collect trade tax and service tax from the Allottee and deposit the same with the appropriate authorities, till date there is no clarification in this case. In future, if the appropriate authorities impose any service tax due to this transaction then the Allottee is hereby agrees for payment of the same and all times indemnify and keep harmless to the Company.
17. That the possession of the said Apartment is likely to be delivered by the Company to the Allottee within 42(Forty two) months from the date of this Allotment subject to force majeure circumstances (including strike of workforce, civil commotion, war enemy action, terrorist action, delayed payments or any act of God or delay in grant of permission by the competent authority or any statutory notification or enactment of law or due to market condition etc.), and on receipt of all payments punctually as per agreed terms and on receipt of complete payment of the Basic Sale Price and other charges due and payable plan, as applicable.
18. That the Allottee agrees and undertakes to take Tower wise possession of the said Apartment within the time stipulated by the Company in the notice by executing necessary indemnities, as and when offered.
19. Since it is a large project having number of buildings/towers, the construction will be completed in phases. All the major common facilities will be completed only after completion of construction of all the phases. As such the Allottee must take the possession of Apartment as soon as it is made available for possession.
20. Construction of "VVIP HOMES" Apartment is subject to force majeure clause which includes delay in completion of the project for any reason beyond the control of the Company e.g. non-availability of any building materials, war or enemy action or natural calamities of any act of God, acts of terrorism, floods, earthquakes, political and civil unrest of such a nature etc. and farmers interruption or local residents of the area, in case of delay in delivery of possession as a result of any notice, order, rule, notification of Government, public or other competent authority, the Company shall be entitled to a reasonable

For Solitaire extension Pvt. Ltd.

COMPANY

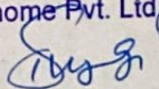
Authorised Signatory

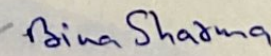
Bina Sharma

ALLOTTEE



21. That a written intimation for completion of project will be sent to the Allottee and a "Fit-out-Period" of 60 days will commence from the date of offer for possession. The said "Fit-out-Period" is in order to facilitate the Allottee to communicate exact date by which he will be taking physical possession of Apartment after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Sub-Lease Deed/Transfer Deed etc. the installation of sanitary-ware, wash basin, kitchen, sink, hardware accessories, final touch of paint etc. will be done during said "Fit-out- Period" only, which will take around 30 to 40 days for an individual Apartment.
22. That if there is delay in handing over possession of Apartment after expiry of "Fit-out-Period" due to any other reason(s), the Builder will pay the Allottee delayed possession charges @ Rs.5/-per Sq. Ft. per month in respect of saleable area of the said Apartment for delayed period only (commencing from the date of expiry of "Fit-out-Period" ) provided that all due installments from the concerned Allottee were received in time and he has complied with requisite formalities viz. obtaining NOC from the Account Department of the Company, registration of Sub-Lease Deed/Transfer Deed.
23. It is acknowledged and understood by the Allottee that possession of the Apartment shall be handed over on execution of the tripartite Sub-Lease Deed between Greater Noida Industrial Development Authority, Company and the Allottee as per the stipulations of Lease Deed and after the receipt of all the dues, documentation and on fulfillment of conditions as stipulated in this Allotment Letter and after transfer of title as permissible in law. If the physical possession is not taken over at site within 60 days of offer of possession, the Allottee shall pay Holding Charges @ Rupees 5/-per sq. ft. per month for the period of delay in taking the possession.
24. The Sub-Lease Deed/Transfer Deed of the Apartment shall be got executed in favour of the Allottee by the Company after the entire payment and dues in respect of the allotted Apartment is paid by the Allottee. The registration charges including all cost of stamp papers, documentation fees, official fees, advocate fee and other informal charges shall be borne by the Allottee.
25. The Allottee has seen and accepted the plans, designs, and specifications of the project which are tentative. Builder may affect modifications in layout plan/building plans/designs as the builder may deem fit or as directed by any competent authority(ties). Any alterations/modifications resulting in +/- 3% change in the original super area of the Apartment, there will be no extra charge/claim by the builder/intending Allottee. However any major alterations/modifications resulting is more than +/-3% change in the super area of the Apartment any time prior to and up to the possession of the Apartment, the Builder shall intimate to the intending Allottee, in writing, the changes thereof and the resultant change, if any, in the price of the Apartment to be paid by him and the intending Allottee agrees to inform the Builder in writing his consent or objection to the Builder within 30days from the date of such notice failing which the intending Allottee shall be deemed to have given his consent/objection, then the Allotment shall be deemed to be cancelled. In case of decrease in the Apartment area by more than 3% as a result of alteration/modification the Builder shall refund the excess amount charged from the Allottee without interest at the rate per sq. ft. as mentioned in the allotment letter.
26. If for any reason, the Company is not in position to allot the Apartment applied for by the Intending Allottee the Company may offer an alternate Apartment to the intending Allottee and in case the same is not acceptable to the intending Allottee, the Company will refund the amount deposited by the Intending Allottee to him without any interest and compensation on account of the same within 90days of refund request and the Intending Allottee shall not raise any objection to the same.
27. The Allottee agrees that physical possession of the Apartment will be handed over after transfer of title/execution of Sub-Lease Deed/Transfer Deed or as permissible in law.

For Solitaire Infrahome Pvt. Ltd.  
COMPANY   
Authorised Signatory

✓   
ALLOTTEE



28. The possession of the respective Apartment shall be made only on the payment of the entire amount stipulated and only on receipt of the completion/occupancy certificate from the statutory and other authorities.
29. That the physical possession of the Apartment will be given after execution of the Sub-Lease Deed and until a Sub-Lease Deed as permissible in law is executed & registered, the company shall continue to be the owner of the Apartment and also the construction thereon and this allotment shall not give to the Allottee any right or title or interest therein even though all payment have been received by the company. The company shall have the first lien and charge on the Apartment for all its dues that may become due and payable by the Allottee to the company.
30. That the Allottee shall get exclusive possession of the built-up area of his Apartment and will be transferred the title of said area along with impartible and undivided proportionate share, in the land area underneath his block. The Allottee shall have no right in the remaining part of the complex such as club, swimming pool, open spaces, parks, parking, tot-lots, public amenities, shopping centers and other facilities and amenities except the right of ingress and out gress in the common areas like corridors, staircase, lobby, lift area and approach road.
31. The Allottee after taking possession of the said Apartment or receiving deemed possession, shall have no claim against the Company in respect of any item or work in the said Apartment, which may be said not to have been carried out or completed or for noncompliance of any designs, specification, building material or any other reason whatsoever.
32. And saving and expecting the particular Apartment allotted, the intending Allottee shall have no claim or right of any nature or kind whatsoever in respect of unsold Apartment, open spaces, lobbies, stair cases, lifts, terraces, roofs, spaces for commercial/recreational facilities, club, parks, party hall, basements, swimming pool with changing rooms, guest house, parking spaces (excepting what has been allotted by an Allotment to intending Allottee or tot-lots, space for public amenities, shopping centre's or any other space not allotted to him, which shall all remain the property of the builder for all times unless the builder decides to dispose them off subject to right of the intending Allottee, as mentioned hereinafter and the Builder can lease out the vacant Apartment or the complete block of the Apartment as a whole or in part to one or more person(s)/company(s)/institution(s) whatsoever for short term or long term.
33. That the Allottee hereby agree that in case during the course of construction/or after the completion of the Complex/Tower/Block, further construction on the Plot becomes permissible, then the Promoter/Builder/Company shall have sole right to take up or complete such further construction as belonging to the Promoter/Builder/Company notwithstanding the designation and allotment of any common areas as limited common area or otherwise. It is agreed that in such a situation, the proportionate share of the Allottee in the common areas and facilities and limited common areas and facilities shall stand varied accordingly.
34. That the Allottee agrees, and undertakes that he/she/they shall, after taking possession or receiving deemed possession of the said Apartment as the case may be, or at any time thereafter, have no objection to the Company constructing or continuing with the construction of the other building(s) adjoining the Apartment.
35. The Allottee hereby agrees and undertakes that prior to taking possession of the said Apartment he shall enter into a separate Maintenance Agreement with the Company or maintenance agency

For Solitaire Infrahome Pvt. Ltd.

COMPANY

Authorised Signatory

Bina Sharma  
ALLOTTEE



appointed or nominated by the Company for the maintenance of the common areas of the complex. The Allottee undertakes to become a member of the "Apartment owner association" and shall continue to pay the maintenance charges as determined by the said association or Maintenance Agency.

36. The scope of maintenance and general upkeep of various services within the building shall broadly include operation & maintenance of lifts, operation & maintenance of generators including diesel, maintenance of fire fighting systems, garbage disposal & upkeep of common areas, water supply, sewerage system, common area lighting. The services outside the Apartment but within the complex shall broadly include maintenance and upkeep of internal roads, pathways, boundary walls / fencing, horticulture, drainage system, street lighting, water supply, general watch & ward within the complex.
37. The Allottee shall pay to the Company electricity, water & sewerage connection charges, contingency deposit and maintenance security. The Allottee shall pay to the Company Interest Free Maintenance Security of super area & sinking fund.
38. The Builder shall not pay any damages/compensation to the Allottee in case of the failure of the services which are technical in nature.
39. The Allottee hereby agrees and confirms that Allottee shall not held the company responsible for any act or omission or commission or deficiency in services of any nature, whatsoever on the part of Maintenance Agency. The Maintenance Agency shall be solely and exclusively responsible (be it tortuous, vicarious, civil or criminal) for its acts of commission or omission in rendering the services to the Allottee. The Allottee hereby expressly discharges the company from the effects of any act, omission, negligence or deficiency in services on part of the Maintenance Agency.
40. That the Allottee shall also pay in addition to maintenance charges to the Company M/s Gaursons Promoters Pvt. Ltd. (or its Nominee/Agency appointed by the company M/s Gaursons Promoters Pvt. Ltd.), charges equivalent to 25% of total maintenance charges for maintaining various services/facilities in the township such as street lighting, roads, sewers, storm water, drainage, scavenging of streets etc. and such likes seems and costs towards ad mists set up to run the services and purchase of equipments and machineries required to provide these services and depreciation.
41. That M/s Gaursons Promoters Pvt. Ltd. would provide an 11 KV line over ground or through underground cable up to the boundary line of the said site of the company (M/s Solitaire Infrahome Private Limited). The Company (M/s Solitaire Infrahome Private Limited) has to take a prepaid single point computerized connection on 11KV Line from M/s Gaursons Promoters Pvt. Ltd., for giving prepaid connections to their individual Apartments. The cost of installation charge, system loading charges, infrastructure upto their boundary wall charges etc. will have to be borne by the Company(M/s Solitaire Infrahome Private Limited) which is to paid proportionally by the Allottee.
42. That the Company (M/s Solitaire Infrahome Private Limited) and/or their Allottees/Apartment Buyers/Subsequent Transferee/RWA will pay to the M/s Gaursons Promoters Pvt. Ltd or its nominated agency charges for consumption of electricity on the basis of their meter Apartments at the rate fixed by UPPCL/ other power agency, 8% loading on the Apartment charges, fixed charges, electricity duty etc or any other charges imposed by UPPCL or other agency.
43. In Future, if Ganga water supply is available, then it would also be made available at the rates decided/charged by the local Authority. The cost of this additional pipe network will also be charged on proportional basis from the Allottee.

For Solitaire Infrahome Pvt. Ltd.

COMPANY

Authorised Signatory

ALLOTTEE



44. Additional bulk services such as Gas supply, Broadband Internet, Cable TV etc. if provided in the township will be charged extra on proportionate share basis of the total capital cost, distribution cost, maintenance & operation cost etc, if incurred by the M/s Gaursons Promoters Pvt. Ltd. thereof or by the Company (M/s Solitaire Infrahome Private Limited) to be paid proportionally by the Allottee. These Services will be Provided up to the Boundary of the said site and internal distribution will have to be carried out by the Company (M/s Solitaire Infrahome Private Limited) at their own cost and the same will be paid and borne by the Allottee proportionately.
45. It is understood by the Allottee that the internal maintenance of the Apartment and also its insurance shall always remain the responsibility of the Allottee. The Allottee has to pay collectively or individually for insurance of common areas of building as per their proportionate share in it.
46. The Allottee hereby covenants with the Company that from the date of the receipt of the offer of possession / possession notice of the Apartment or the date of receiving deemed possession, as provided herein before, he / she / they shall, at his / her / their own cost, keep the said Apartment, its wall and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the structure / safety of the premises is in no way damaged or jeopardized. He Shall either involve himself nor permit any thing to be done in any manner to any part of the building, the staircases, shafts and common passages, compound or anything connected with or pertaining to the building which would violate any rule or, bye-law for the time being in force or any rule or notification issued by the local or other authority, the Allottee will be liable to pay for any damage of the common equipments by malfunction or any willful act done by him or anyone else on his behalf.
47. That the Allottee agrees not to use the said Apartment or permit the same to be used for purpose other than for residential purpose or use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other Apartment in the building or for any illegal or immoral purpose or to do or suffer anything to be done in or about the Apartment which tend to cause damage to any flooring or ceiling of any Apartment over or below or adjacent to his Apartment or in any manner interfere with the use thereof or of space, passages or amenities available for common purpose.
48. That the Allottee hereby undertakes to abide by all laws, rules and regulations of Government, Greater Noida Industrial Development Authority and / or any local authority from time to time or any other laws as are applicable to the said Apartment from time to time. That the Allottee hereby agrees that he/she/they shall comply with and carry out from time to time after he/she/they has/have been put in possession or deemed possession of the Apartments, all the requirements, requisition, usages, demands and repairs as may be and as are required to be complied with by the Greater Noida Industrial Development Authority, Municipal Authority, Government or any other competent Authority in respect of the said Apartment and the land on which the said Building is situated at his / their own cost and keep the Company indemnified, secured and harmless against all costs, requisitions, demands and repairs from the date of notice and in case of a consolidated demand it is to be paid by all the Allottee in proportion to the super built up area of their respective Apartments. Any taxes levies or charges coming into force or imposed thereafter on the Company as a result of any legal claim, rule or notification shall also be reimbursed by the Allottee to the Company and the same shall be payable on demand. In case of any lease rent for common area is demanded by the Government the Allottee shall have to pay his part that shall be calculated on pro-rata basis.
49. It is admitted, acknowledged and so recorded by and between the parties that the Allottee shall under no circumstances, will not be allowed to carry out any change whatsoever in the elevations and / or outer colour scheme and shall also not perform any other construction in the entire complex. This

For Solitaire Infrahome Pvt. Ltd.

COMPANY

Authorised Signatory

Bina Sharma

✓  
ALLOTTEE



provision shall be applicable even after handing over of the physical possession and execution of title deed. In case of non compliance of this provision by the Allottee the Company without any formal notice shall be at liberty to restore the original elevations and / or outer colour scheme. This shall be done at the cost and risk of the Allottee.

50. That the Apartment Allottee agrees that he shall not fix/install the Air Conditioners/Air Coolers or equipments of like nature at any place other than the spaces earmarked/provided for the said Apartment and shall not design or install or open them in the inside passages, common areas or in the staircases. The Apartment Allottee further ensures that no water shall drip from the said Air Conditioners/Air Coolers or the like equipments in a way which may cause inconvenience to other Apartment Allottee/Occupants in the said Complex.

51. The Allottee further agrees, undertakes and guarantees that he will not display any signboard/nameplate/neon lights signs, hanging clothes and flower pots on the external facade of the building/Tower/Complex or anywhere on the exterior of the building or the common areas. The Allottee further undertake as follows:

- i) That he will not remove any load bearing wall of the said Apartment.
- ii) That he shall not distribute the electrical load in the said Apartment in compliance with the electrical system installed by the Company or its Maintenance Agency.
- iii) The Allottee agrees and acknowledges that he shall be solely/jointly and severally responsible for any loss or damage caused on account of the breach of the aforementioned conditions.
- iv) The Allottee shall allow the sweepers/Maintenance staff to enter the Apartment for repair of pipes / leakage/ seepage going in / on / through or because of any fault in the apartment.
- v) No request for any changes whatsoever in the apartment from the Allottee shall be entertained.

52. The Company shall be responsible for providing internal services within the peripheral limits of the said Complex, which inter alia include (i) laying of roads, (ii) laying of water line, (iii) laying of sewer lines and laying of electric lines. However, it is acknowledged and understood by the Allottee (s) that, external or peripheral services, such as water, sewer, storm water drains, roads, electricity, horticulture are to be provided by the Government or Greater Noida Industrial Development Authority and/or the concerned local authority.

53. The Company covenant with the Allottee that on the Allottee after entering in to the sub lease deed on paying the dues and performing the terms of Allotment Letter and stipulations on his part herein contained shall peacefully hold and enjoy the said Apartment without any interruption by any person.

54. That the basis of calculating the proportionate charges payable by any Allottee will be in the proportion of the super built up area of his Apartment to the total super built up area of all Apartments affected by that charge.

55. That the address above shall be taken as final unless any subsequent change has been intimated under Registered A/D letter. All demand notices, letters etc. posted at the given address shall be deemed to have been duly received by the Allottee. It shall be the duty of the Allottee to notify or inform the company of any change in the registered address. In case the Allottee fails to inform then the demand letters sent to the Allottee shall be deemed to be delivered.

For Solitaire Infrahome Pvt. Ltd.

COMPANY Authorised Signatory

✓ Bina Sharma

ALLOTTEE



56. That in case of NRI Allottee the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be the responsibility of the Allottee.
57. That the Allottee agrees that no lien or encumbrance shall arise against the said Apartment as a result of this Allotment Letter or any money deposited hereunder by the Apartment's Allottee.

In furtherance and not in limitation of the provisions of the preceding sentence the Apartment Allottee agrees that the provisions of this Allotment Letter are and shall continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made / created by the Company and any payments or expenses already made or incurred or which hereafter may be made or incurred pursuant to the terms thereof or incidental thereto or to protect the security thereof, to the fullest extent thereof and such mortgage(s) or encumbrances shall not constitute an objection to the title of the said Apartment or excuse the Apartment Allottee from completing the payment of the price of the said Apartment or performing all the Apartment Allottee other obligations hereunder or be the basis of any claim against or liability of the Company provided that at the time of the execution of the sub-lease deed the said Apartment shall be free and clear of all encumbrances, liens and charges whatsoever. In case of the Apartment Allottee who have opted for long term payment plan arrangement with any Financial Institution / Bank the Sub-Lease Deed of the Apartment in favour of the Apartment Allottee shall be executed by the Company receiving no objection certificate from such Financial Institution / Banks.

58. That the Apartment Allottee agrees that the Company shall have the first charge/lien on the said Apartment for the recovery of all its dues payable by the Apartment Allottee under this Allotment and such other payments as may be demanded by the Company from time to time. Further the Apartment Allottee agrees that in the event of his / her failure to pay such dues as aforesaid, the Company will be entitled to enforce the charge by selling the said Apartment to recover and receive the outstanding dues out of the sale proceeds thereof.
59. The Apartment Allottee hereby authorizes and permits the Company to raise finance from any Financial Institution / Bank by way of mortgage / charge / securitization / receivable or in any other mode or manner by charge / mortgage of the said Apartment.
60. In case the Apartment Allottee has to pay any commission or brokerage to any person for services rendered by such person to the Apartment Allottee whether in or outside India for acquiring the said Apartment for the Allottee, the Company shall in no way whatsoever be responsible or liable.

Thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Company for the said Apartment. Further the Allottee undertakes to indemnify and holds the Company free and harmless from and against any or all liabilities and expenses in this connection.

61. This Allotment or any interest of Allottee in this Allotment Letter shall not be assigned by the Allottee without prior written consent of the Company which consent may be given or denied by the Company at its sole discretion and shall be subject to applicable laws and notifications or any policy of Greater Noida Industrial Development Authority or any other government directions as may be in force and further shall be subject to this Allotment Letter and the terms, conditions and charges as the Company may impose.

For Solitaire Infrahomes Pvt. Ltd.

COMPANY

Authorised Signatory

ALLOTTEE



Subject to above, in case the Allottee desires, transfer of allotment/ownership of Apartment, the company/ management have the exclusive right to decide the transfer charges before registration/possession, on the total super built up area of the Apartment for total sale value (including Basic sale price & other charges as payable under this allotment) and the same shall be payable by the applicant to the Company at the time of submitting application for such transfer /endorsement / assignment / change in name etc. Transfer of allotment/ownership shall however be permitted only after one year of booking or 30% payment of the Apartment whichever is earlier. However it is made clear that the company will charge Rs.25,000/- as processing fee for administration and file charges from the Allottee.

62. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transactions as referred above. Any purported transaction by the Allottee in violation of this Allotment Letter shall be default on the part of Allottee entitling the Company to cancel this Allotment and to avail of remedies as set forth in this Allotment Letter including recovery of possession of the Apartment in case the same has been delivered.
63. It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the said Apartment Group Housing Complex shall equally be applicable to and enforceable against any and all occupiers, tenants, licenses and / or subsequent Allottee / assignee(s) of the said Apartment (irrespective of the fact that the occupation by such person is hostile) as the said obligations go along with the said Apartment for all intents and purposes.
64. Failure on the part of the Company to enforce at any time or for any period of time the provisions hereof shall not constitute to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
65. If any provision of this Allotment Letter shall be determined to be void or unenforceable under applicable law, such provisions shall be deemed amended or deleted in so far so reasonably inconsistent with the purpose of this Allotment Letter and to the extent necessary to confirm to the applicable law and the remaining provisions of this Allotment shall remain valid and enforceable as applicable at the time of execution of this Allotment Letter.
66. After receipt of the copies of the Allotment Letter, duly signed by the Allottee, the Company shall sign this Allotment Letter and execution of this Allotment Letter will be completed after such signature by the Company at its office. Hence this Allotment Letter shall be deemed to have been executed at the office of the Company even if the Apartment Allottee may have executed this Allotment Letter at any other place(s) other than above.
67. The work of construction and completion of the building or any other matter incidental to this Allotment shall not be stopped at any time during or after the arbitration proceedings nor shall any party prevent, obstruct or delay the execution and completion of the building project for any reason whatsoever.
68. If for any reason, whether within or outside the control of the Company, whole or part of scheme is abandoned, no claim will be preferred except that the money of the Allottee will be refunded full without interest.
69. All disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment

For Solitaire Infrahome Pvt. Ltd.

COMPANY

Authorised Signatory

Bina Sharma  
ALLOTTEE



Letter, shall be mutually discussed and settled between the parties to this Allotment.

70. All disputes, differences or disagreement arising out of, in connection with or in relation to this Allotment Letter, which cannot be amicably settled, shall be decided by a sole arbitrator, appointed solely by the builder/company and the decision of the arbitrator shall be binding on both the parties. The Arbitration shall be conducted in accordance with the provision of Arbitration and Conciliations Act, 1996 or any statutory amendments or modification prevailing at that point of time.
71. The venue of the arbitration shall be Noida and the award of the arbitrator(s) shall be rendered in English.
72. This Allotment shall be construed and legal relations between the parties to this Allotment Letter shall be determined and governed according to the laws of India.
73. That the Courts at Gautam Budh Nagar shall have jurisdiction in all matters arising out of and / or concerning and/or touching this allotment .

FOR M/s Solitaire Infrahome Private Limited

Witnesses

1.

2.

For Solitaire Infrahome Pvt. Ltd.  
(Authorized Signatory)  
Company

Authorized Signatory

Bina Sharma

Allotee(s)

For Solitaire Infrahome Pvt. Ltd.

COMPANY

Authorized Signatory

Bina Sharma

ALLOTTEE



# Allotment Letter (VVIP Homes)

Customer ID: HOMZ-0444

Registration/Booking Date:21/02/2013

Date: 04/08/2013

Allotment Date:04/08/2013

| First Applicant   | Co Applicant                       |
|---|------------------------------------|
| Name: <b>Mrs. Bina Sharma</b><br>W/O Shri Balraj Kumar Sharma   | Name: <b>N/A</b>                   |
| Correspondence Address: H. No. B-X-726, Chowk Hira Halwai, Opp. Sukh Sagar Dawa Khanna Ludhiana, Punjab- 141008 | Correspondence Address: <b>N/A</b> |
| Permanent Address: H. No. B-X-726, Chowk Hira Halwai, Opp. Sukh Sagar Dawa Khanna Ludhiana, Punjab- 141008      | Permanent Address: <b>N/A</b>      |
| Contact No.: 9711289233   | Contact No.: <b>N/A</b>            |
| LandLine No.: N/A   | LandLine No.: <b>N/A</b>           |
| Email Id: anujbsharmas@gmail.com  | Email Id: <b>N/A</b>               |
| PAN No.: ADJPS6897D   | PAN No.: <b>N/A</b>                |

|  |   |
|--|---|
| Project: <b>VVIP Homes</b>               | Payment Plan: <b>Construction Link Plan-I</b> |
| Tower: <b>Block G</b>                    | Broker Code: <b>Primark Infra</b>             |
| Floor: <b>7th</b>                        | Customer Classification: <b>N/A</b>           |
| Unit Address: <b>G-704</b>               | Employee Name: <b>N/A</b>                     |
| Unit Type: <b>2BHK(1190sq ft) Type-E</b> | Preferable Comm. Mode: <b>Courier</b>         |
| Location: <b>N/A</b>                     | Loan Information: <b>N/A</b>                  |

|                                  |                   |
|----------------------------------|-------------------|
| Area (Sq Ft):                    | 1,190.00          |
| Rate (Rs/Sq Ft)                  | 3,475.00          |
| Basic Price (Rs):                | <b>41,35,250</b>  |
| Less:                            |                   |
| Discount:                        | 2,97,500          |
| Net Basic Price (Rs):            | <b>38,37,750</b>  |
| Add:                             |                   |
| PLC (Rs):                        | 1,60,650          |
| Other Charges (Rs):              | 3,27,350          |
| IFMS (Rs)                        | 29,750            |
| <b>Total Consideration (Rs):</b> | <b>43,55,500*</b> |
| Add: Service Tax                 | 1,55,727*         |
| Debit Note (Rs):                 | 0                 |
| Credit Note (Rs):                | 0                 |
|                                  | 1,55,727          |
| <b>Total Receivables (Rs):</b>   | <b>45,11,227*</b> |

| PLC CHARGES INFORMATION |               |      |               |                 |
|-------------------------|---------------|------|---------------|-----------------|
| S.No.                   | PLC           | Rate | PLC Type      | Amount          |
| 1                       | 7th Floor PLC | 135  | On Area       | 1,60,650        |
|                         |               |      | <b>Total:</b> | <b>1,60,650</b> |

| OTHER CHARGES INFORMATION |                     |           |           |               |                 |
|---------------------------|---------------------|-----------|-----------|---------------|-----------------|
| S.No.                     | Other Charge        | Paid Qty. | Free Qty. | Total Qty.    | Amount          |
| 1                         | Lease Rent          | 1.00      | 0.00      | 1.00          | 77,350          |
| 2                         | Covered Car Parking | 1.00      | 0.00      | 1.00          | 2,50,000        |
|                           |                     |           |           | <b>Total:</b> | <b>3,27,350</b> |

For Solitaire Infrahome Pvt. Ltd.

Authorised Signatory

For Solitaire Infrahome Pvt. Ltd.

Authorised Signatory





### **Solitaire Infrahome Private Limited.**

Corporate Off. : **VVIP Addresses**, Rajnagar Extn., NH-58, Ghaziabad. | Tel. : 0120-3001700 to 749 (50 Lines)

Site Off. : **VVIP HOMES**, Plot No.-GC-03K of GH-03, Sector-16C, Greater Noida (West) Gautam Budh Nagar, U.P.

E-mail : [info@vipspaces.com](mailto:info@vipspaces.com) | Website : [www.vvipspaces.com](http://www.vvipspaces.com) | Customer Care : +91 8826-90-2020, 8826-92-2020