

till full and final settlement of all dues to the Company is made by the Allottee(s). The Allottee(s) undertakes to execute Conveyance/Sub-lease Deed within the time stipulated by the Company in its written notice failing which the Allottee(s) authorises the Company to cancel the allotment and terminate this allotment letter and to forfeit out of the amounts paid by him/her the earnest money, delayed payment of interest, any interest paid, due or payable, any other amount of a non-refundable nature and to refund the balance amount without any interest. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies) for the period commencing from the execution of this Allotment Letter till the date of execution of sub-lease deed.

The right, title and interest in the Apartment shall be transferred in favour of the Allottee(s) by way of a tripartite indenture of conveyance / Sub-lease deed ("Sub-Lease") on such terms and conditions as specified under the Sub-lease Deed and applicable law, including the Rules and Regulations of Greater Noida Industrial Development Authority. The sale/transfer shall specify the terms and extent of the ownership of the Apartment/Unit with proportionate and impartible rights in the plot of land underneath the Apartment/Unit.

After the grant and receipt by the Company of the completion certificate from GNIDA for the tower in which the Unit/Apartment is situated, the Company shall, subject to the Allottee(s) having paid the entire consideration and other charges and dues to the Company as per the payment plan, execute the sub-lease in favour of the Allottee(s) for Sub-Lease of the Apartment in favour of the Allottee(s) as per the applicable laws, including inter alia the rules, regulations and bye-laws of the GNIDA, and shall be executed in the form as prescribed or approved by GNIDA.

16. That a written intimation for completion of unit will be sent to the Allottee(s) and a "Fit Out Period" of one quarter will commence from the date of offer of possession. The said "Fit Out Period" is in order to facilitate the Allottee(s) to communicate the exact date by which he will be taking the physical possession of his own unit after complying with the requisite formalities viz obtaining NOC from the Accounts Department of the Company, registration of Sub Lease Deed/Conveyance Deed etc. The installation of sanitary-ware, wash-basin, kitchen sink, hardware accessories, final touch of paint will be done during said "Fit Out Period" only and the intending Allottee(s) may get these final installations done in his own presence, if desired so.
17. However, if there is delay in handing over possession of unit after expiry of said Fit Out Period due to any reason, the Developer will pay the Allottee(s), delayed possession charges @ Rs. Ten per sq. ft. per month in respect of covered area of the unit for delayed period only (commencing from the date of expiry of "Fit Out Period") provided that all due installment from the concerned allottee(s) were received in time and he has complied with requisite formalities viz obtaining NOC from the Accounts Department of the Company, registration of Sub Lease Deed/Conveyance Deed etc.
18. The Allottee(s) hereby authorises and permits the Company to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/securitization of receivables or in any other manner by charge/mortgage of the said Apartment/Unit/ Building/Complex/Land/Portion of Land subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of Sub-Lease Deed/Conveyance Deed. The Company shall always have the first lien/charge on the said Unit/Portion of Land for all their dues and other sums payable by the Allottee(s) or in respect of any loan granted to the Company for the purpose of the construction of the said Unit. It is clarified that the Developer is not constructing any apartment as the contractor of the Allottee(s), but on the other hand the Developer is constructing the complex as its own and the sale will be effected after the actual construction / finishing of the apartment and by the execution of sub-lease deed.
19. That the fixtures and fittings of each unit along with the connected structural part of the building shall be insured by the Allottee(s) at his own cost against the fire, earthquake etc. The Allottee(s) shall not do or permit to be done any act or thing which



*Ashwini*  
*Paramjeet*

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**ALLOTTEE(S)**