

**AJNARA ELEMENTS IN AJNARA DAFFODIL**

**ALLOTMENT LETTER**

**Dated:**

To,

1. Shri/Smt./Km. .... [ Allottee's Photo]  
S/D/W/o .....  
Mailing address .....  
.....  
.....
  
2. Shri/Smt./Km. .... [ Allottee's Photo]  
S/D/W/o .....  
Mailing address .....  
.....  
.....
  
3. Shri/Smt./Km. .... [ Allottee's Photo]  
S/D/W/o .....  
Mailing address .....  
.....  
.....

The above named person(s) has/have been hereinafter referred to as the **“Allottee”** individually and collectively, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective legal heirs, legal representatives, executors, successors and assigns.

**Subject: Allotment of residential Apartment/Unit in the Tower named as “Ajnara Elements”, in Group Housing Project “Ajnara Daffodil” situated at Plot No. GH-07/B, Sector -137, Noida, Distt. Gautam Budh Nagar (U. P.).**

Dear Sir/Madam,

This has reference to your Application dated ..... regarding booking of a residential Apartment/Unit in the Tower named as **“Ajnara Elements”**, in Group Housing Project “Ajnara Daffodil” situated at Plot No. GH-07/B, Sector -137, Noida, Distt. Gautam Budh Nagar (U.P.). (hereinafter referred to as the **“Said Project”** or **“Said Complex”**) being/to be developed by **M/s MPG Realty Private Limited**, a company registered under the Companies Act, 1956 having its Regd. Office at 502, 5th Floor, Sachdeva Corporate Tower, Plot No. 17, Karkardooma Community Centre, Delhi-110092 (hereinafter referred to as the **“Company”**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its nominees, administrators, legal representatives, successors and assigns) on the Land admeasuring 33,719.55 Square Meters (hereinafter referred to as **“Said Land”**),

conveyed to the Company by the New Okhla Industrial Development Authority (Noida), vide registered Lease Deed dated 27/03/2010 as per the terms and conditions contained therein.

In response to your above said Application for the Said Apartment/Unit in the Said Project/Complex and relying on your confirmations, representations and assurances to faithfully abide by all the terms, conditions and stipulations contained in this Allotment Letter, the Company hereby allots to you the Said Apartment/Unit, details of which are mentioned hereinafter on and subject to the terms and conditions contained herein below.

**TERMS AND CONDITIONS OF ALLOTMENT OF THE SAID APARTMENT/UNIT**

**Details of Said Apartment/Unit:**

- i) Apartment/Unit Number: .....
- ii) Floor: .....
- iii) Type: .....
- iv) Carpet Area: ..... Square feet (Sq. Ft.) approx.
- v) Super Area: ..... Square feet (Sq. Ft.) approx.
- vi) Phase: .....
- viii) Other details, if any: .....

The Apartment/Unit with the above mentioned details has been hereinbefore and hereinafter referred to as the “**Said Apartment/Unit**”.

Note: For the purpose of this Allotment Letter, the conversion factor is taken as 1 Sq. Meter = 10.764 Sq. Ft.

Note: Layout of the Apartment/Unit is attached herewith.

**Details of Pricing/Consideration for the Said Apartment/Unit:**

(i) **Basic Sale Price (BSP): Rs.** .....

(ii) **Preferential Location Charges (PLC), if any:**

PLC for Floor: Rs. ....

PLC for Location: Rs. ....

**Total PLC: Rs.** .....

(iii) Other Charges (one time non-refundable): In addition to the abovementioned Basic Sale Price and PLC (if any), the Allottee shall be liable to pay the following charges on or before Notice for Fit-Out of the Said Apartment/Unit is given by the Company either in writing or orally to the Allottee.

(iv) Electrification Charges(EC):

Rate shall be Rs. .... per KW (Kilo Watt). Electricity Load required ..... KW.

Therefore EC amounting to Rs. ....

b) Power Back-up Installation Charges (PBIC): Load required ..... KVA (minimum 1 KVA) @ Rs..... per KVA, therefore PBIC amounting to Rs. ....

c) Dual Electricity Meter Charges: Rs. ....

d) Fire Fighting Charges (FFC): Rs. ....

e) Any other charge, if any, Rs. ....

**Total Price/Consideration payable for the Said Apartment/Unit : BSP + PLC + Other Charges =**

**Rs.....(Rupees .....)**

The Allottee shall deposit with the Maintenance Agency nominated by the Company on or before Notice for Fit-Out of the Said Apartment/Unit is given by the Company as mentioned hereinabove, an amount of Rs. .... at the rate of Rs. .... per square feet of super area of the Said Apartment/Unit as an Transferable Interest Free Maintenance Security (herein "TIFMS") deposit. The TIFMS shall be refundable in terms of the arrangement mentioned in the Maintenance Agreement, which shall be executed before Notice for Fit-Out of the Said Apartment/Unit is given by the Company as mentioned hereinabove.

**Earnest Money Amount** Rs. .... (Rupees  
..... only) paid vide Receipt No.  
..... Dated .....

**Note:**

- Piped Gas Connection Charges, as and if applicable, shall be payable extra by the Allottee on or before Notice for Fit-Out of the Said Apartment/Unit is given by the Company as mentioned hereinabove.
- Metro Charges, if imposed before or during the course of construction or up till handing over of the physical possession or at any time thereafter, then the same shall be payable by the Allottee directly or through the Company/Lessee, as the case may be, to the concerned Governmental/Local Authority/Noida as per the norms and rules of the concerned Authority.
- Service Tax at the rates as applicable at the relevant time shall be payable extra by the Allottee as per Government Rules. Any change/modification in rates of Service Tax as notified by the Governmental Authority shall be adjusted accordingly and shall be borne and paid by the Allottee.
- Any request of the Allottee for availing Extra Electricity Load for the Said Apartment/Unit shall be considered by the Company at its sole discretion and on first come first serve basis subject to the availability of the balance Electricity Load out of the total Electricity Load as sanctioned by the Governmental or Statutory Authority.
- Any request of the Allottee for availing Extra Power Back-up Load for the Said Apartment/Unit shall be considered by the Company at its sole discretion and on first come first serve basis subject to the availability of the balance Power Back-up Load out of the total Power Back-up Load as arranged by the Company.
- Stamp duty and registration, legal charges etc. shall be payable extra by the Allottee.

- All Taxes or charges be it House Tax / Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service Tax, Cesses, Labour Cess, Levies, Sales Tax, Trade Tax, Metro Cess, VAT and Taxes and charges of all and any kind called by whatever name, whether levied or leviable now or in future, by any Local Authority, State Government, Central Government or Court, as the case may be, shall be borne and paid by the Allottee. In the event of any increase in lease premium / lease rent / statutory levy(ies) / compensation / charges etc. by any State or Central Government, Court or any other Statutory Authority in any form or manner whatsoever, the same shall be borne and paid by the Allottee on pro rata basis which shall be decided by the Company. These Taxes or Charges shall be paid by the Allottee as and when demanded by the Company. The determination of the proportionate share by the Company shall be final and binding upon the Allottee.

**Payment Plan:**

**Note: Last installment in every plan now shall be on or before Notice for Fit-Out of the Said Apartment/Unit is given by the Company as mentioned hereinabove.**

- (A) Down Payment Plan                      (B) Flexi Payment Plan                      (C) Construction Linked Payment Plan

**(A) Down Payment Plan**

**On or before Notice for Fit-Out – Last Installment**

**(B) Flexi Payment Plan**

**On or before Notice for Fit-Out – Last Installment**

**(C) Construction Linked Payment Plan**

**On or before Notice for Fit-Out – Last Installment**

**Note:**

- The terms and conditions as contained herein shall apply equally without foregoing their generality for all the aforementioned Payment Plans.
- Timely payment for all Plans shall be the essence of the Allotment.
- Delay in payments may attract cancellation and forfeiture of Earnest Money. However it is made clear, that delay in payment may be condoned by the Company, at its sole discretion, by charging penal interest at the rate of 10% per annum on the amount due as agreed herein.

- All payments shall be made either by account payee cheques/demand drafts or electronic mode payable at New Delhi in favour of **M/s MPG Realty Private Ltd.** All payments/receipts are subject to realization of the demand drafts/cheques. Out station cheques are not entertained.

### **Definitions and Interpretations**

For all intents and purposes and for the purpose of the terms and conditions set out in this Allotment Letter, unless the context otherwise requires,:

- a. the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b. reference to any law shall include such law as from time to time enacted, amended, supplemented or re-enacted;
- c. reference to the words "include" or "including" shall be construed without limitation;
- d. reference to this Allotment Letter, or any other agreement, deed or other instrument or document shall be construed as a reference to this Allotment Letter or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.

The following words and expressions, wherever mentioned in this Allotment Letter, when capitalized, shall have the meanings assigned herein and when not capitalized, shall have their ordinary meanings.

**"Person"**: means any individual, sole proprietorship, body corporate, corporation, joint venture, trust, any Governmental Authority or any other entity or organization.

**"Applicant"**: The person applying for booking of the Said Apartment/Unit, who has set out his particulars and appended his signatures in the Application as an acknowledgement of having agreed to the terms and conditions mentioned therein has been referred to as **"Applicant"**.

**"Application"**: The Application Form requesting for booking of the Said Apartment/Unit in the Said Project on the terms and conditions contained therein has been referred to as **"Application"**.

**"Allotment Letter"**: means this Allotment Letter duly signed and executed by the Company and the Allottee, whereby the Said Apartment/Unit in the Said Project/Complex is provisionally allotted to the Allottee including all annexures, recitals, schedules and terms and conditions of the allotment, which have been duly accepted by the Allottee.

**"Allottee"**: means the person whose name and particulars have been mentioned in this Allotment Letter and who has duly signed and executed this Allotment Letter as an acknowledgement of having agreed to the terms and conditions of allotment of the Said Apartment/Unit as mentioned in this Allotment Letter. The Applicant shall be considered as Allottee only after the Company and the Applicant both have signed and executed this Allotment Letter.

**“Company”**: M/s MPG Realty Private Limited., a company registered under the Companies Act, 1956 having its Regd. Office at 502, 5th Floor, Sachdeva Corporate Tower, Plot No. 17, Karkardooma Community Centre, Delhi-110092, has been referred to as **“Company”**. The Company has CIN (Corporate Identification Number) as U70102DL2009PTC189454 and Service Tax Registration No. as AAGCM0036PSD001

**“Said Land”**: The Land of the Said Project or Said Complex which is situated at Plot No. GH-07/B, Sector -137, Noida, Distt. Gautam Budh Nagar (U. P.) admeasuring 33,719.55 Square Meters, conveyed to the Company by the New Okhla Industrial Development Authority (Noida), vide registered Lease Deed dated 27/03/2010 as per the terms and conditions contained therein, has been referred to as **“Said Land”**. The above said Lease Deed is registered as Document No. 1128, in Book No. 1, Vol. No. 1734, on Pages No. 221 to 260 on 27/03/2010 in the Office of the Sub-Registrar–1, Gautam Budh Nagar (U.P.).

**“Said Project” or “Said Complex”**: The Project or Complex being/ to be developed on the Said Land in the name of “Ajnara Daffodil” as per the Plan approved by the Governmental Authority comprising of residential Apartments/Units, Shops, Club/Community Centre and other Buildings etc. has been referred to as **“Said Project” or “Said Complex”**.

**“Said Apartment/Unit”**: The Apartment/Unit allotted by the Company to the Allottee with the details mentioned in this Allotment Letter, has been referred to as **“Said Apartment/Unit”**, which includes any alternative Apartment/Unit that may be allotted by the Company in lieu of the Said Apartment/Unit.

**“Said Tower” or “Said Building”**: The Building in the Said Project / Said Complex, in which the Said Apartment/Unit will be located, has been referred to as **“Said Tower” or “Said Building”**.

**“Preferential Location Charges or PLC”**: The charges payable for every preferential location characteristic of the Said Apartment/Unit, to be calculated on the basis of super area of the Said Apartment/Unit, has been referred to as **“Preferential Location Charges or PLC”**.

**“Earnest Money”**: 10% (Ten Percent) of the Total Price/Consideration of the Said Apartment/Unit has been referred to as **“Earnest Money”**, which is required to be necessarily paid by the Allottee along with the Application as Booking Amount, which is a mandatory condition for consideration of the Application by the Company. Service Tax as applicable shall be paid in addition to the Earnest Money along with the Application.

**“Carpet Area”**: Carpet Area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

**“Super Area”**: For the purpose of this Allotment Letter, **“Super Area”** of the Said Apartment/Unit means the entire area enclosed by its periphery walls including area under walls, columns and half area under walls common with other Apartments/Units of the Said Building and area of cupboards, plumbing shafts, windows, projections, pergolas, lofts and balconies with the Said Apartment/Unit plus proportionate share of area utilized for Common Areas and Facilities in the Said Building and Said Complex/Project, overhead and underground

water tanks, guard room, mumty, pump room, electric substation, lifts at all levels etc. in the Said Building and Said Complex/ Project.

**“Common Areas and Facilities”:** “Common Areas and Facilities” mean and include:

- (a) The Land on which the Said Building is located and the land in common use within the Said Complex/Project and all easements, rights and appurtenances belonging to the Said Land and the Said Building and Said Complex/Project.
- (b) The foundations, columns, girders, beams, supports, main walls, halls, common corridors, passages, lobbies, stairs, stairways, fire-escapes, projections, common toilets, and entrances and exits of the Said Building and Said Complex/ Project.
- (c) Park/garden and community center in Said Complex/Project.
- (d) The premises for the lodging of the janitors or persons employed for the management of the Said Complex/Project.
- (e) Installations of common services, such as, power, light, water and sewerage etc.
- (f) The elevators, tanks, pumps, motors, compressors, expressers, fans, cable pipe line (if provided for TV, gas etc.), pipes and ducts and in general all apparatus and installations existing for common use including electrical, plumbing and fire shafts, services ledges on all floors.
- (g) Circulation areas, services areas including but not limited to machine rooms, overhead water tanks etc., architectural features, if provided and security control rooms.
- (h) All other parts of the Said Building and Said Complex/ Project necessary or convenient to its existence, maintenance and safety or normally in common use.

The Allottee will be entitled to use the Common Areas and Facilities within the Said Building and Said Complex/ Project subject to covenants and timely payment of Maintenance Charges and all other applicable dues. However, such generally Common Areas and Facilities earmarked for common use of all occupants shall not include the reserved parking space individually allotted to the respective occupants for their exclusive use.

**“Limited Common Areas and Facilities”:** “Limited Common Areas and Facilities” mean those Common Areas and Facilities within the Said Building and Said Complex/Project earmarked/reserved including Open/Stilt/Basement parking spaces, storages etc. for use of certain Apartment(s)/Unit(s) to the exclusion of the other Apartments/Units.

All other common areas and facilities, which are not included hereinbefore in Common Areas and Facilities, shall be treated as Limited Common Areas and Facilities and shall be reserved for use of certain Apartment(s)/Unit(s) to the exclusion of other Apartments/Units.

**“Independent Areas”:** “Independent Areas” mean the areas which are not included as Common Areas for joint use of Apartments/Units and may be sold/leased by the Company without the interference of other Apartment/Unit Allottees.

**“Fit-Out Period”:** After completion of construction of the structure of the Said Tower/Building which contains the Said Apartment/Unit, the Company shall give Notice for Fit-Out work to the Allottee for carrying out the work of final touch and installation of sanitary ware, kitchen sink, CP fittings, Hardware Accessories, final coat of paint etc. (Items as per specifications of the Said Apartment/Unit) in the Said Apartment/Unit. The duration of the said Fit-Out Period shall be for six months from the date mentioned in the Notice for Fit-Out, during which the Allottee may inspect the work of final touch and installation being carried out in the Said Apartment/Unit.

**“Governmental Authority”:** “Governmental Authority” means any Government Authority, Statutory Authority, Government Department, Agency, Commission, Board, Tribunal or Court or other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of Government of India or any State or other subdivision thereof or any Municipality, District or other subdivision thereof, and any other Municipal/Local Authority having jurisdiction over the land on which the Said Building / Said Complex is situated.

**“Force Majeure”:** “Force Majeure” means any event or combination of events or circumstances beyond the control of the Company which cannot by the exercise of reasonable diligence, or 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 disaster etc.;
- (b) Explosions or accidents, air crashes and shipwrecks;
- (c) Strikes or lock outs, industrial dispute, civil commotion, farmers’ unrest;
- (d) Non-availability of cements, steel or other construction materials due to strikes of manufactures, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) War and hostilities of war, riots, bandh, act of terrorism;
- (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, Court Order or direction from any Governmental Authority that prevents or restricts the Company from complying with any or all of the terms and conditions as agreed in this Application or Allotment Letter;
- (g) Any Legislation, Order or Rule or Regulation made or issued by the Government or any other Authority or if any Competent or Statutory Authority (ies) refuses, delays, withholds or denies the grant of necessary approvals for the Said Complex/Project or Said Building or if any Matters, issues relating to such approvals, permissions, notices, notification by the Competent Authority (ies) become subject matter of any Legal Proceeding before any competent Court or for any reason whatsoever;
- (h) Any event or circumstances analogous to the foregoing.

**“Non-refundable Amount”:** “Non-refundable Amount” means interest paid or due on delayed payments, brokerage paid or payable by the Company, other charges, and taxes, if any, incurred by the Company.

**“Maintenance Agency”:** “Maintenance Agency” means the Agency to whom the Company will nominate or appoint to carry out the Maintenance and upkeep of the Common Areas and

Facilities in the Said Building / Said Complex. Such Maintenance Agency shall be responsible for maintenance and upkeep of the Said Building / Said Complex.

**“Maintenance Charges”:** “Maintenance Charges” mean the Charges to be paid by Allottee to the Maintenance Agency nominated by the Company for the Maintenance and upkeep of the Common Areas and Facilities in the Said Building / Said Complex in terms of the Maintenance Agreement to be executed between the Allottee and the Maintenance Agency on or before Notice for Fit-Out of the Said Apartment/Unit is given by the Company as mentioned hereinabove.

**“Transferable Interest Free Maintenance Security (TIFMS)”:** The Allottee shall deposit with the Maintenance Agency nominated by the Company on or before Notice for Fit-Out of the Said Apartment/Unit is given by the Company as mentioned hereinabove, an amount of Rs. .... at the rate of Rs. .... per square feet of super area of the Said Apartment/Unit as Transferable Interest Free Maintenance Security (herein **“TIFMS”**) deposit. The TIFMS shall be refundable in terms of the arrangement mentioned in the Maintenance Agreement, which shall be executed on or before Notice for Fit-Out of the Said Apartment/Unit is given by the Company as mentioned hereinabove.

**“Taxes”:** “Taxes” means any and all Taxes or charges payable by the Company and/or its Contractors, Suppliers, Consultants etc. be it House Tax / Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service Tax, Cesses, Labour Cess, Levies, Sales Tax, Trade Tax, Metro Cess, Value Added Tax, Works Contract Tax, Workers Welfare Cess and Taxes and charges of all and any kind called by whatever name, whether levied or leviable now or in future or any increase thereof, by any Governmental Authority, Local Authority, State Government, Central Government or Court, as the case may be in connection with the construction and development of the Said Apartment / Said Building / Said Complex.

**“Basic Sale Price”:** “Basic Sale Price” means the basic consideration amount payable by the Allottee calculated on per square feet basis of the Super Area of the Said Apartment/Unit.

**“Total Price”:** “Total Price” means the amount amongst others, payable by the Allottee for sale/sub-lease/conveyance of the Said Apartment/Unit which includes Basic Sale Price, PLC (if the Said Apartment/Unit is preferentially located), and amount of Other Charges like Electrification Charges(EC), Power Back-up Installation Charges (PBIC), Dual Electricity Meter Charges, Fire Fighting Charges etc. but does not include other amounts, charges, security amount etc. which are payable in terms of this Allotment Letter or as and when demanded by the Company including but not limited to the following:

- i) Maintenance charges, Property tax, Municipal tax of the Said Apartment/Unit.
- ii) Stamp duty, registration and incidental charges as well as expenses of the Allotment Letter and Sale/Sub-lease/Conveyance deed etc.
- iii) Taxes.
- iv) Transferable Interest Free Maintenance Security (TIFMS).
- v) Any other charges that may be payable by the Allottee, as per the other terms of this Allotment Letter and such other charges as may be demanded by the Company.

These amounts shall be payable by the Allottee in addition to the Total Price in accordance with the terms and conditions of this Allotment Letter and/or as per the demand raised by the Company from time to time.

## **1. TITLE AND ALLOTMENT**

- 1.1** The project “Ajnara Elements” forms a part of the Said Project named as “Ajnara Daffodil”, which shall be developed on the Said Land which is situated at Plot No. GH-07/B, Sector - 137, Noida, Distt. Gautam Budh Nagar (U. P.) admeasuring 33,719.55 Square Meters, conveyed to the Company by the New Okhla Industrial Development Authority (NOIDA), vide registered Lease Deed dated 27/03/2010 as per the terms and conditions contained therein. The said Lease Deed is registered as Document No. 1128, in Book No. 1, Vol. No. 1734, on Pages No. 221 to 260 on 27/03/2010 in the Office of the Sub-Registrar–1, Gautam Budh Nagar (U.P.). The Allottee shall always comply with and remain bound by all the terms and conditions contained in the said Lease Deed, which have been fully read and understood by the Allottee. As per the terms and conditions of the said Lease Deed executed by New Okhla Industrial Development Authority (NOIDA) in favour of the Company, the allotment of the Said Apartment/Unit shall be subject to execution of tripartite Sub-Lease Deed to be executed between the New Okhla Industrial Development Authority (Lessor), Company (Lessee) and the Allottee (Sub-lessee) in the form and format as prescribed by the New Okhla Industrial Development Authority (Lessor). The said Lease Deed executed by New Okhla Industrial Development Authority (Noida) in favour of the Company is for a period of 90 years from the date of its execution and therefore the Sub Lease Deed /Conveyance Deed to be executed in favour of the Allottee for conveyance of the Said Apartment/Unit to him shall be for the unexpired or balance period of 90 years and shall expire simultaneously with the expiration of the said Lease Deed.
- 1.2** The Allottee has requested for booking of the Said Apartment/Unit in the Said Project with full knowledge and subject to all the laws, notifications and rules applicable to the Said Project in particular and area in general which have been explained by the Company and understood by him. The Allottee has fully satisfied himself about the title, interest and rights of the Company in the Said Land and the Said Project and has understood all the limitations and obligations of the Company in respect thereof and the Allottee has confirmed that there shall be no more investigation or objection by the Allottee in this respect.
- 1.3** The Allottee has enquired and obtained all the information and clarifications with respect to the Said Project and Said Land and rendered his complete satisfaction with the same and also confirmed that he has relied on his own judgment and investigation in determining to apply for booking of the Said Apartment/Unit and has not relied upon and/or is not influenced by any Plans, advertisements, representations, or statements etc. of any nature, whatsoever, whether written or oral made by the Company or any selling agents / sales organizers / brokers or otherwise relating to the Said Apartment/Unit or Said Project. The Allottee has further confirmed that he is executing this Allotment Letter willingly, without any pressure, coercion, undue influence or misrepresentation of any kind whatsoever.
- 1.4** The Allottee shall abide by all the laws, rules, regulations and notifications etc. as may be made applicable to the Said Apartment/Unit and Said Complex/Project / Said Land including the terms and conditions mentioned herein.
- 1.5** The Allottee shall pay further installments of Total Price/Consideration and all other amounts, taxes and cesses, dues and charges as per the Payment Plan opted by him and/or as and when demanded by the Company.
- 1.6** The Allottee has understood and agreed that subject to other terms and conditions of this Allotment Letter and after payment of the Total Price, Taxes, other charges and dues as per the Allotment Letter, the Allottee shall be transferred/conveyed the Said Apartment/Unit

along with undivided and impartible proportionate share in the land underneath the Said Building and undivided proportionate share in the Common Areas of the Said Building including all easementary rights attached thereto along with rights of use of Common Areas and Facilities earmarked for common use for all occupants within the Said Complex. The Allottee shall not be entitled to claim partition of his undivided share in the land underneath the Said Building, and the same shall always remain undivided and impartible and unidentified.

- 1.7** The Allottee has understood and agreed that except for the Said Apartment/Unit, along with all common easementary rights attached therewith, including undivided right of use of all Common Areas and Facilities and of ingress and egress over Common Areas within the Said Complex, which may be within or outside the foot print of the Said Building, all rights and interests in all un-allotted / unsold areas in the Said Building / Said Complex, open spaces, roofs / terraces of Said Building, basements, parking spaces (except those which are specifically reserved), shall continue to vest in the Company and the Company shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode which the Company may deem fit in its sole discretion.
- 1.8** The Allottee has acknowledged and agreed with the computation of the Carpet Area as well as the Super Area of the Said Apartment/Unit by the Company which shall be final and binding upon the Allottee for all purposes subject to the terms of this Allotment Letter.
- 1.9** The Company shall have the right without the permission of the Allottee to raise finance/loan from any Bank, Financial Institution and/or Body Corporate and for this purpose to create equitable mortgage/charge/securitization of receivables or in any other mode or manner by charge/mortgage of the Said Apartment/Unit and/or Said Complex/Project / Said Land in favour of one or more Financial Institutions or Banks. However provided that at the time of execution of sale/conveyance/sub-lease deed in favour of the Allottee and handing over the possession of the Said Apartment/Unit to him, the same shall be got free by the Company from all sorts of encumbrances created by it. It is also clarified that the Company / Financial Institution / Bank shall always have the first lien/charge on the Said Apartment/Unit for all their dues and/or other sums payable by the Allottee or in respect of any loan granted to the Company for the purpose of construction of the Said Building / Said Complex / Said Project.
- 1.10** The Application for booking of the Said Apartment/Unit does not constitute any offer of allotment or allotment or any Agreement to Sell and by submitting the Application, the Applicant does not become entitled to allotment of the Said Apartment/Unit applied for notwithstanding the fact that the Company may have issued the receipt/acknowledgement of the booking amount or Earnest Money or any amount paid by the Applicant. The Applicant shall be treated as Allottee only after the Company and the Applicant both have signed and executed this Allotment Letter. The Company has explained and the Applicant has agreed that the Applicant shall sign and execute the Allotment Letter as and when desired by the Company on the Company's standard format, the contents whereof have been read, understood and agreed by him, and in case of his failure to sign and execute the Allotment Letter, the Application for booking shall automatically stand rejected and/or the booking of the Said Apartment/Unit shall automatically stand cancelled and shall be treated as withdrawn by the Applicant and the Earnest Money and Non-refundable Amount shall stand forfeited and the balance amount, if any, shall be refunded to the Applicant without any interest. The Applicant has also understood and agreed that after such rejection of Application or cancellation of booking and dispatch of such balance amount cheque by the

Company, the Applicant shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/Unit and against the Company. The Applicant has also agreed that in case two or more Applicants applying jointly for the Said Apartment/Unit in the Application, such balance amount cheques shall be dispatched by the Company in the names of all the Applicants in equal ratio at the address of the first named Applicant. Thereafter the Application or booking shall be treated as null and void and the Company shall have full right to receive fresh Application for the Said Apartment/Unit and allot the same to any other Person.

- 1.11 This Allotment Letter shall be valid only upon the Company signing this Allotment Letter through its Authorised Signatory after the copies duly signed by the Allottee are received by the Company.

## **2. GENERAL TERMS AND CONDITIONS AND OBLIGATIONS OF THE ALLOTTEE**

- 2.1 The Allottee shall use the Said Apartment/Unit for residential purpose only and shall not use or allow to be used the Said Apartment/Unit for any illegal or immoral purpose.
- 2.2 The Allottee shall not demolish or cause to be demolished the Said Apartment/Unit or any part thereof nor shall at any time make any changes, additions or alterations, temporary or permanent, in or upon the Said Apartment/Unit. It is also understood and agreed by the Allottee that the peripheral side walls and columns of adjoining Apartments/Units are common and that the Allottee shall not make any alterations, modifications in these common walls and columns.
- 2.3 The Allottee shall not damage or change the theme and pattern of the landscape, plantation in and around the Common Areas within the Said Complex. The Allottee shall not sink, drill, install and/or commission any well/borewell/tube-well within the Said Apartment/Unit or anywhere else in the Said Building/Complex.
- 2.4 The Allottee shall not fix/install the Air conditioners / Air Coolers or equipment of like nature at any place other than the spaces earmarked for in the Said Apartment/Unit and shall not design or install or open them in the inside passages, common areas or in the staircases. The Allottee shall further ensure that no water should drip from the Air Conditioners / Air Coolers or the like equipment in a way which may cause inconvenience to the occupants of other Apartments/Units in the Said Building / Said Complex.
- 2.5 The Allottee shall not carry out any construction/modification in the Said Apartment/Unit or anywhere in the Said Building or Said Complex.
- 2.6 The Allottee shall be solely responsible for maintaining the Said Apartment/Unit at his own costs, in good repair and condition and shall not do or cause to be done anything in or to the Said Apartment/Unit or to the Said Building / Said Complex which may be in violation of the applicable Laws and shall maintain the Said Apartment/Unit, its walls and partitions, pipes, appurtenances thereto in good and tenable condition and maintain the same in fit and proper conditions and ensure that the support, shelter etc. of the Said Apartment/Unit should not in any way be damaged or jeopardized.
- 2.7 The Allottee shall himself be responsible for insurance of the Said Apartment/Unit and the contents lying in it after taking over possession / deemed possession of the same at his own costs and expenses against the fire, earthquake etc.

2.8 The Allottee shall not display any signboard/name plate/neon light signs on the exterior of the Said Building or Said Complex or in the Common Areas. The Allottee shall also comply with the following:

- (i) That he shall not change the colour scheme of the exteriors of the doors/windows.
- (ii) That he shall not carry out any change in the exterior elevation or design of the Said Apartment/Unit.
- (iii) That he shall not remove any wall of the Said Apartment/Unit.
- (v) That he shall distribute the electrical load in the Said Apartment/Unit in compliance with the electrical system installed by the Company.
- (vi) That he shall not do any act or thing which may in any manner deface the front balcony or terrace of the Said Apartment/Unit or the façade of the Said Building e.g. covering of balconies, hanging/drying of clothes etc., hanging of plants/flower pots outside the balconies and terraces etc. The welding of any kind is strictly prohibited in the Said Apartment/Unit / Said Building / Said Complex without the prior written permission of the Maintenance Agency nominated by the Company.

**2.9** The Said Apartment/Unit shall not be permitted to be changed by the Allottee arbitrarily. However, the Company, in its sole discretion, may entertain the request of the Allottee for the change, subject to the availability of the Apartment/Unit in the desired category. The Allottee shall not challenge the picture/photographs of the Building, if any, appearing in the Application Form and/or the Specification Sheets.

**2.10** The Allottee has agreed that the Total Price of the Said Apartment/Unit is fair and acceptable to the Allottee. The Allottee has further agreed that a similar Apartment/Unit may be/have been sold/allotted/conveyed by the Company at a different price/consideration and the Allottee shall not raise any objection or claim in this regard.

**2.11** The Allottee has understood and agreed that the Company shall be carrying out extensive developmental/construction activities for many years in future in the areas falling inside / outside the Said Building / Said Complex in which the Allottee's Said Apartment/Unit may be located and that the Allottee on being made aware of this fact by the Company has confirmed that the Allottee shall not raise any objections or make any claims or default in any payments as per the applicable Payment Plan or as demanded by the Company, on account of inconvenience, if any, which may be suffered by him due to such developmental/construction or its incidental/related activities.

**2.12** The Allottee shall not at any time before or after taking possession of the Said Apartment/Unit have any right to raise any objection to the Company's continuing the construction and development of other Apartments / Units / Buildings / structures in the Said Complex or in the Said Project. Further the Allottee neither individually nor jointly nor through anyone else shall ever claim any relief, stay, injunction, Order etc. from any Court or Governmental Authority that may impede/cause hindrance in the construction or completion of the Said Apartment/Unit or Said Complex / Said Project or in handing over possession thereof to other Allottees.

**2.13** The Company shall have the right, without approval of the Allottee, to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to the unsold Apartments/Units within the Said Building / Said Complex and the Allottee shall have no right to raise any objection or make any claim on any account.

- 2.14** The Company shall have the rights over the top roof/terrace of the Said Building / Said Complex. The Company reserves the right to deal with any part of the top roof/terraces above the top floor, for any purpose including installation and operation of antenna, satellite dishes or to use the same for advertisement purposes and the Allottee shall have no right to object or cause any hindrance to the same or make any claims on this account. The top roof/terrace shall always vest in the Company and the Company shall be the sole owner thereof.
- 2.15** The Allottee and his family members may visit the premises during the course of construction but the Company shall not be held liable for any losses/costs/damages or other expenses, if any, caused during such visit on account of any accident/miss-happening that may occur at the time of visit during constructions or after constructions by the Allottee or any family member accompanying him.
- 2.16** If at any stage this Allotment Letter or any other Agreement or document is required to be registered under any law or necessity, the Allottee shall have the same registered through the Company in his favour at his own costs and expenses including stamp duty, registration fees and other expenses and keep the Company fully absolved and indemnified in this regard. The Allottee shall be responsible and liable for paying deficiency in stamp duty, penalty, interest etc., if any, as per the Stamp Act or any other law. Any stamp duty and deficiency of stamp imposed by the Governmental Authority on the Allotment Letter and/or on any other Agreement/Document relating to the allotment/conveyance etc. of the Said Apartment/Unit shall be borne and paid by the Allottee only.
- 2.17** The Company has explained and the Allottee has understood and agreed that in case of non-fulfillment of any of the terms and conditions of this Allotment Letter by the Allottee, the Company shall be fully entitled to cancel this Allotment Letter and forfeit the Earnest Money and Non-refundable Amount. In such eventuality, the balance amount, if any, shall be refunded by the Company to the Allottee without any interest after a period of 90 days after such cancellation. The Company has explained and the Allottee has understood and agreed that after such cancellation of the Allotment Letter of the Said Apartment/Unit and dispatch of such balance amount cheque by the Company, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Unit and against the Company. The Allottee has also agreed that in case two or more Allottees have been allotted the Said Apartment/Unit jointly, such balance amount cheques shall be dispatched by the Company in the names of all the Allottees in equal ratio at the address of the first named Allottee. Thereafter the Allotment Letter shall be treated as null and void and the Company shall have full right to receive fresh Application for the Said Apartment/Unit and allot the same to any other Person.
- 2.18** The Allottee shall be solely responsible and liable for any loss or damage caused on account of the breach of the conditions mentioned herein.
- 2.19** The Allottee has agreed that in case the Allottee chooses to cancel/surrender the allotment of the Said Apartment/Unit at any stage, the Earnest Money along with Non-refundable Amount, shall stand forfeited and the balance amount, if any, shall be refunded to the Allottee without any interest after a period of 90 days after such cancellation/surrender in the manner as mentioned herein above.
- 2.20** The Allottee shall strictly and meticulously remain bound by the terms and conditions contained in this Allotment Letter. The Allottee has agreed and confirmed that in the event of rejection or cancellation of this Allotment Letter by the Company for any default of the Allottee including but not limited to as set out in this Allotment Letter, the Allottee shall have no claim, lien, charge, interest, right or remedy etc. in the Said Apartment/Unit or against the

Company and the Company shall have the right to receive fresh Application for booking of the Said Apartment/Unit and allot the same to any other person. Further Provided that in that case an amount constituting the Earnest Money along with Non-refundable Amount, shall stand forfeited and the balance amount, if any, shall be refunded without any interest after a period of 90 days after such cancellation in the manner as mentioned herein above.

**2.21** The Allottee has agreed that the terms and conditions of this Allotment Letter may be modified/amended in accordance with any directions/orders or restrictions which may be passed or imposed by any Governmental Authority or Court of law having jurisdiction, in compliance with applicable laws and such modifications/amendments shall be binding upon the Allottee and the Company.

**2.22** Upon execution of this Allotment Letter, the terms and conditions contained herein shall supersede the terms and conditions set out in the Application and/or any other document.

### **3 PAYMENT**

**3.1** The Allottee has understood and agreed that the payment on or before due date, of the Total Price and other amounts and dues payable by the Allottee as per the Payment Plan opted by the Allottee or as demanded by the Company from time to time shall be the essence of this Allotment Letter. The Allottee has also agreed that in case of more than one Allottee, failure to pay by anyone shall be deemed as failure to pay by all and all the Allottees shall be treated as one single person for this purpose and all shall be liable for the consequences jointly as well as severally. It shall be incumbent upon the Allottee to comply with the terms of payment and other terms and conditions of this Allotment Letter and the Company shall not be under an obligation to remind him about the same. The Allottee has fully understood and agreed that in case the Allottee fails to pay the installment(s) or other charges or dues payable by the Allottee to the Company as per the Payment Plan opted by him or as demanded by the Company, this Allotment Letter shall stand cancelled without any prior intimation to the Allottee and in that eventuality, Earnest Money and Non-refundable Amount shall stand forfeited and the balance amount, if any, shall be refunded by the Company to the Allottee without any interest after a period of 90 days after such cancellation. The Company has explained and the Allottee has understood and agreed that after such cancellation of the Allotment Letter of the Said Apartment/Unit and dispatch of such balance amount cheque by the Company, the Allottee shall have no right, interest, claim or lien of any nature whatsoever on the Said Apartment/Unit and against the Company. The Allottee has also agreed that in case two or more Allottees have been allotted the Said Apartment/Unit jointly, such balance amount cheques shall be dispatched by the Company in the names of all the Allottees in equal ratio at the address of the first named Allottee. Thereafter the Allotment Letter shall be treated as null and void and the Company shall have full right to receive fresh Application for the Said Apartment/Unit and allot the same to any other Person. Without prejudice to the Company's aforesaid rights of cancellation, the Company may at its sole discretion waive the breach or default by the Allottee in not making the payments within the stipulated time by the Allottee on the condition that the Allottee shall pay default interest at the rate of 10% (Ten percent) per annum on every delayed installment(s)/payments, which shall be calculated from the due date of outstanding payment/installment till the date of actual payment made by the Allottee to the Company. The Allottee has further agreed that the acceptance of the delayed installment(s)/payments even with the interest as aforesaid shall be entirely at the sole discretion of the Company and the same can never be claimed by the Allottee as a matter of right. The terms and conditions as contained in this Allotment Letter apply equally without foregoing their generality for all the Payment Plans.

- 3.2** All payments towards the Total Price/Consideration of the Said Apartment/Unit and other charges or dues payable by the Allottee shall be made through the Bank Account of Allottee only and if the payment is made otherwise, the same shall be at the risks and consequences of the Allottee. Any payment made through any electronic mode like RTGS, NEFT etc. without the prior written consent of the Company shall not be considered as a valid payment made by the Allottee and for all intents and purposes the same shall be treated as if the said payment has not been made by the Allottee.
- 3.3** In the event a cheque deposited with the Company by the Allottee towards any payment due to the Company is dishonored on technical ground, the Allottee shall replace the dishonored Cheque with a Demand Draft / Banker's Cheque within three (3) days of such dishonor along with dishonor charges, failing which this Allotment Letter shall automatically stand cancelled, at the sole discretion of the Company without any prior intimation to the Allottee. Provided however that in the event a cheque is dishonored on the grounds of insufficient funds or stop payment, this Allotment Letter shall automatically stand cancelled, at the sole discretion of the Company without any prior intimation to the Allottee. In both the cases of dishonor of cheque, the Earnest Money along with any Non-refundable Amount shall stand forfeited and the balance amount, if any, shall be refunded to the Allottee without any interest after a period of 90 days after such cancellation in the manner as mentioned herein above.
- 3.4** The Allottee has confirmed that he has correctly given/mentioned his details in the Application including his Income Tax Permanent Account Number (PAN). In case the same being found incorrect at any stage, this Allotment Letter shall be cancelled by the Company and in that eventuality, Earnest Money and Non-refundable Amount shall stand forfeited and the balance amount, if any, shall be refunded by the Company to the Allottee without any interest after a period of 90 days after such cancellation in the manner as mentioned herein above.
- 3.5** The Service tax as applicable at the relevant time shall be paid by the Allottee in addition to the Total Price/Consideration of Said Apartment/Unit.
- 3.6** In case the Allottee wants to avail loan facility from his Employer or from any Bank or Financial Institution to purchase the Said Apartment/Unit, the Company will have no objection subject to the following:
- i) The terms of the Allottee's Employer / Bank / Financing Agency shall exclusively be binding and applicable upon the Allottee only.
  - ii) The responsibility of getting the loan sanctioned and disbursed as per the Company's Payment Plan opted by the Allottee shall rest exclusively on the Allottee. In the event of loan not being sanctioned or the disbursement of it getting delayed, due to any reason whatsoever, the payment to the Company, as per the Payment Plan, shall be ensured and made by the Allottee.
  - iii) In case of default in repayment of dues of the Bank / Financial Institution / Agency by the Allottee, the Company shall have the unfettered right to cancel the allotment of the Said Apartment/Unit and repay the amount received, after deduction of Earnest Money and Non-refundable Amount, directly to Bank / Financial Institution / Agency on receipt of

such request from such Bank / Financial Institution / Agency without any reference to the Allottee.

#### **4 COMPLIANCE OF LAWS RELATING TO REMITTANCES AND CONVEYANCE**

**4.1** The Allottee, who is Non Resident Indian / Foreign National of Indian origin, has agreed that all remittances, for the acquisition/transfer of the Said Apartment/Unit shall be the sole responsibility of such Allottee and he shall comply with all the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rules and regulations of Reserve Bank of India or any other applicable laws and provide the Company with such permission, approval etc. which would enable the Company to fulfill its obligations under this Allotment Letter. In the event of Allottee's failure in this regard, the Allottee alone shall be liable for any action/proceeding(s) under Foreign Exchange Management Act, 1999 as amended from time to time and the rules and regulations of Reserve Bank of India or any other applicable law. The Allottee shall keep the Company fully indemnified and harmless in this regard. The Company accepts no responsibility in this regard.

**4.2** The Allottee shall comply with all legal requirements necessary for purchase/conveyance of immovable property i.e. the Said Apartment/Unit, wherever applicable and shall execute all necessary forms or applications or deeds etc. for that purpose. Registration charges, Stamp Duty and Sub Lease Charges and other incidental/ancillary expenses or charges in respect of the sale/sub-lease/conveyance of the Said Apartment/Unit shall be over and above the Total Price/Consideration payable and shall be borne and paid by the Allottee as per applicable rules, regulations and laws and as determined by the Governmental Authority or local bodies or concerned Authorities and/or the Company. In case the Allottee fails to pay the stamp duty, registration charges and all other incidental and legal expenses so demanded, the Company shall have the right to cancel the Allotment Letter and forfeit the Earnest Money and Non-refundable Amount, and refund the balance amount to the Allottee without any interest after a period of 90 days after such cancellation in the manner as mentioned herein above.

#### **5 CONVEYANCE OF THE SAID APARTMENT/UNIT**

The Sale/Conveyance/Sub-lease Deed of the Said Apartment/Unit shall be executed only after the Allottee has made full and final payments towards the Total Price/Consideration and all other charges and dues which are due and payable by him to the Company. The ownership of the Said Apartment/Unit shall remain vested with the Company till the execution of the Sale/Conveyance/Sub-lease Deed in favour of the Allottee and handing over the possession of the Said Apartment/Unit to him. This Allotment Letter shall not give to the Allottee any right, title or interest in the Said Apartment/Unit even though all payments have been received by the Company. This Allotment Letter is simply an allotment letter and not an agreement to sell. As per the terms and conditions of the said Lease Deed executed by New Okhla Industrial Development Authority (NOIDA) in favour of the Company, the allotment of the Said Apartment/Unit shall be subject to execution of tripartite Sub-Lease Deed to be executed between the New Okhla Industrial Development Authority (Lessor), Company (Lessee) and the Allottee (who will be Sub-lessee) in the form and format as prescribed by the New Okhla Noida Industrial Development Authority (Lessor).

#### **6 PAYMENT OF TAXES**

The Allottee has agreed and undertaken that all Taxes or Government duties, levies,

charges or liabilities etc. whether levied or leviable in future on the Said Land and/or on the Said Apartment/Unit and/or on the Said Building or Said Complex/Project shall be borne and paid by the Allottee only along with other Allottees on pro rata basis which shall be decided by the Company. The Allottee has also agreed that in the event of any increase in the lease premium / lease rent / statutory levy(ies) / compensation/charges etc. by Governmental Authority/NOIDA /Court or any other Statutory Authority in any form or manner whatsoever, the same shall be borne and paid by the Allottee on pro rata basis which shall be decided by the Company.

## **7 ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Company shall be fully entitled to adjust/appropriate all payments made/to be made by the Allottee under any head(s) of dues against outstanding heads in Allottee's name and the Allottee shall have no right to object/demand/direct the Company to adjust the payments in any manner otherwise than as decided by the Company.

## **8 POSSESSION OF THE SAID APARTMENT/UNIT, HOLDING CHARGES AND PENALTY**

**8.1** The Company, based on its present plans and estimates and subject to all just exceptions, shall endeavor to give Notice for Fit-Out of the Said Apartment/Unit to the Allottee on or before ..... subject to the Company's entitlement for a grace period of additional six (6) months without any approval from the Allottee in phase ....., which shall be subject to all just exceptions and shall also be subject to delay or failure due to Force Majeure conditions including but not limited to reasons mentioned herein or due to failure of the Allottee to pay in time the Total Price/Consideration and other charges and dues payable by him or any failure on the part of the Allottee to abide by all or any of the terms and conditions of this Allotment Letter. The Fit-Out Period shall be for six months as defined hereinbefore. It has been specifically explained by the Company and agreed by the Allottee that some Common Areas and Facilities in the Said Complex/Project including Club/Community Center, Swimming Pool etc. shall become operational only after completion of the Said Project entirely.

**8.2** The Company has explained and the Allottee has understood and agreed that he shall take possession of the Said Apartment Tower wise and that of Said Unit as and when the same is offered and also within the time stipulated by the Company in the concerned letter or notice by executing necessary conveyance deed/sub lease deed and/or indemnities, undertakings etc. In the event of Allottee's failure to take over possession of the Said Apartment/Unit due to some bonafide reasons, the Company may, on the written request of the Allottee, extend the time for taking over possession of the Said Apartment/Unit for a maximum period of six (6) months subject to the condition that the Allottee shall pay to the Company Holding Charges @ Rs. 10/- (Rupees Ten only) per sq. ft. of the Super Area of the Said Apartment/Unit (hereinafter "**Holding Charges**") per month for the entire period of such delay and the Company shall withhold conveyance or handing over for occupation and use of the Said Apartment/Unit until the entire Holding Charges with overdue interest, if any, at the rate of 10% per annum are fully paid by the Allottee to the Company. However provided that in case the Allottee fails to take over possession of the Said Apartment/Unit within the stipulated time or after the expiry of the said period of six (6) months, as the case may be, the Company shall have full right to cancel the Allotment Letter of the Said Apartment/Unit and on such cancellation, Earnest Money and Non-refundable Amount shall stand forfeited and the balance amount, if any, shall be refunded to the Allottee without any

interest and after deduction of Holding Charges after a period of 90 days after such cancellation. The Company has explained and the Allottee has understood and agreed that after such cancellation of the Allotment Letter of the Said Apartment/Unit and dispatch of such balance amount cheque by the Company, the Allottee shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/Unit and against the Company. The Allottee has also agreed that in case two or more Allottees have been allotted the Said Apartment/Unit jointly, such balance amount cheques shall be dispatched by the Company in the names of all the Allottees in equal ratio at the address of the first named Allottee. Thereafter the Allotment shall be treated as null and void and the Company shall have full right to receive fresh Application for the Said Apartment/ Unit and allot the same to any other Person.

**8.3** The Company has explained and the Allottee has understood and agreed that in the event the Notice for Fit-Out of the Said Apartment/Unit is delayed after the expiry of the grace period of six (6) months, except for Force Majeure circumstances and the Allottee not being in default/breach of the terms and conditions set out in this Allotment Letter including timely payment of installments, other charges and dues, the Company shall pay compensation/damages in the form of Interest @ 10% per annum on the amount paid by the Allottee towards the cost/consideration of the Said Apartment/Unit excluding taxes and other charges for the period of delay after the expiry of the grace period till the date of Notice for Fit-Out to the Allottee whose name appears first in the Allotment Letter and not to anyone else. The Company has explained and the Allottee has agreed and confirmed that the compensation/damages in the form of interest mentioned herein are just and proper and the Allottee shall have no other rights or claims whatsoever under any circumstances and shall not claim any damages or compensation etc. of any kind whatsoever on any account. The adjustment of such compensation/damages in the form of interest shall be made only at the time of execution of Sale / Conveyance Deed of the Said Apartment/Unit. In the event the Allottee has any objection on this agreed rate of compensation/damages in the form of interest at the time of execution of Sale / Conveyance Deed of the Said Apartment/Unit, the Allottee shall have the option to withdraw from the allotment of the Said Apartment/Unit in writing by asking for cancellation of the Allotment Letter and in that case the Company shall be liable only to refund the entire amount received from the Allottee, without any interest or compensation of any nature whatsoever after a period of 90 days after such cancellation, provided the Allottee is not in breach or violation of any of the terms and conditions of this Allotment Letter. Thereafter the allotment shall be treated as null and void and the Company shall have full right to receive fresh Application for the Said Apartment/Unit and allot the same to any other Person.

**8.4** The Company has explained and the Allottee has understood and agreed that any delay on the part of the Statutory Authority/Governmental Authority in issuance of the completion certificate shall not be considered as any delay on the part of the Company. The date of applying for the completion certificate by the Company shall be presumed as the date of completion and the Company shall not be liable for any delay on any account whatsoever and the Allottee shall have no right to make any claim whatsoever for the delay.

**8.5** The Company has explained and the Allottee has understood and agreed that the compensation/damages in the form of interest stipulated hereinabove shall be payable to Allottee only if the Allottee has made timely payment of all the due installments and other charges/dues as payable by him to the Company in terms of the payment schedule/plan stipulated in this Allotment Letter. It has been explicitly understood and agreed by the

Allottee that in the event of his failure to make timely payment of any of the due installments or other charges/dues, the stipulation of payment of compensation/damages in the form of interest by the Company to the Allottee shall be deemed to have been waived off by the Allottee and the Allottee shall not be entitled to any compensation/damages in the form of interest. The payment of interest on the delayed installment(s)/charges shall not make the Allottee entitled for the above mentioned compensation/damages in the form of interest.

## **9 SUBSTITUTION OF NAME**

The Company may, in its sole discretion and subject to applicable laws and notifications or any Government directions as may be in force, permit the Allottee to get the name of his nominee substituted in his place subject to such terms and conditions and charges as the Company may impose. The substitution shall be at the sole discretion of the Company and the Allottee shall obtain prior written permission from the Company before doing any such transaction of such substitution. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences/charges that may arise from such substitution. The original as well as substituted Allottee shall jointly and/or severally keep the Company fully indemnified and harmless in this regard. The Company has explained and the Allottee has understood and agreed that all the provisions contained herein and the obligations arising hereunder in respect of the Said Apartment/Unit shall equally be applicable to and enforceable against any and all future nominees/assignees of the Said Apartment/Unit, as the said obligations go along with the Said Apartment/Unit for all intents and purposes, subject to the provisions mentioned herein above.

## **10 CORRESPONDENCE**

The Allottee shall get his complete mailing address registered with the Company by mentioning the same in the Application for booking of the Said Apartment/Unit and it shall be his responsibility to inform the Company in writing by Registered/Speed Post A.D. Letter about all or subsequent changes, if any, failing which all communications/notices etc. sent by the Company at the mailing address of the Allottee as mentioned in this Allotment Letter or at the last known mailing address as informed by him in writing, as the case may be, shall be deemed to have been received by the Allottee. In case of joint Allottees, all communications/notices shall be sent by the Company to the Allottee whose name appears first in this Allotment Letter and at the mailing address given by him as mentioned in this Allotment Letter and this shall for all purposes be considered/deemed to have been received by all the Allottees and no separate communication shall be sent to the other joint Allottees. This is without prejudice to the stipulation that the Allottee shall have to strictly comply with the schedule of payment plan opted by him and the Allottee shall be fully and solely responsible for any default in payment and the consequences that might arise therefrom.

## **11 LAYOUT AND PLANS**

- 11.1 The Allottee has seen and accepted the Layout plan / Building plan of the Said Complex / Said Building and specifications, and he has requested for booking of the Said Apartment/Unit with the specific knowledge that the Company may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion, deem appropriate and fit or as may be done by any Governmental Authority and the Allottee has given his irrevocable consent to such variation/addition/deletion/alteration and modification.

**11.2** The Company has explained and the Allottee has agreed that the Company shall have the full right to effect alterations in the Layout plan / Building plan of the Said Complex / Said Building, which may involve all or any of the changes, like change in the area or location or direction of the Said Apartment/Unit, change in its number, boundaries, change in floor-plan layout or any other changes and the Applicant shall have no objection to such alterations. The Company shall have the right to increase or decrease the number of Apartments/Units offered in the Said Building / Said Complex. The Company shall also have the right to withdraw the allotment of some of or all the Apartments/Units. The Allottee has also agreed that if any change happens in the Super Area/Carpet Area of the Said Apartment/Unit within the range of +/- 10% (ten percent), the Allottee shall be under an obligation to accept the same and pay/receive the increase/decrease in the price of the Said Apartment/Unit accordingly without any objection. Such revised price will be applicable at the original rate per sq. ft. of Super Area/Carpet Area at which the Said Apartment/Unit was booked and allotted. However, in case the variation exceeds +/- 10% (ten percent) of the Super Area/Carpet Area and the same not being acceptable to the Allottee, in that eventuality the Allottee shall inform the Company in writing his objections to such variation within 30 (thirty) days from the date of receipt of information of such variation, failing which the Allottee shall be deemed to have given his consent to such variation and pay/receive the increase/decrease in the price of the Said Apartment/Unit accordingly without any objection. In case the Allottee objects to such variation in writing within the said time limit of 30 (thirty) days and the Company decides to go ahead with such variation, then the Allotment Letter of the Said Apartment/Unit shall be deemed to be cancelled and the Company shall be liable only to refund the entire amount received from the Allottee with simple interest @ 9% (nine percent) per annum calculated from the date of realization of respective amounts by the Company till the date of receipt of such objections in writing from the Allottee by the Company after a period of 90 days after such cancellation, provided the Allottee is not in breach or violation of any of the terms and conditions of this Allotment Letter. The Company has explained and the Allottee has understood and agreed that after such deemed cancellation of the Allotment Letter of the Said Apartment/Unit and dispatch of such refund amount cheque by the Company, the Allottee shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/Unit and against the Company. The Allottee has also agreed that in case two or more Allottees have been allotted the Said Apartment/Unit jointly, such refund amount cheques shall be dispatched by the Company in the names of all the Allottees in equal ratio at the address of the first named Allottee. Thereafter the Allotment Letter shall be treated as null and void.

**11.3** The Allottee has understood and agreed that the layout plan of the Said Complex/Project may have in addition to residential area, commercial areas and independent areas and amenities, etc. However, this Allotment Letter is confined and limited in its scope only to the allotment of the Said Apartment/Unit in the Said Complex/Project. The area/boundary of the Said Land may be modified in future to the extent as may be required/desired by the Company and/or pursuant / consequent to any direction/ approval by any Governmental Authority, and in any of the eventualities the Allottee shall have no right to raise any objection or claim of any nature whatsoever.

## **12** **FORCE MAJEURE**

**12.1** The Company has explained and the Allottee has agreed that the Company shall not be liable to perform any or all of its obligations during the subsistence of any Force Majeure circumstances and the time period required for performance of its obligations shall

inevitably stand extended as per the sole decision of the Company and the Allottee shall have no right to raise any objection or claim. If in the opinion of the Company Force Majeure continues for a considerable time, then the Company may in its sole discretion put the construction of the Said Project in abeyance and cancel/amend/modify/vary the terms and conditions of this Allotment Letter. In case of such cancellation of this Allotment Letter, the Company shall be liable only to refund the entire amount received from the Allottee with simple interest @ 9% (nine percent) per annum calculated from the date of realization of respective amounts by the Company till the date mentioned in the letter/notice sent by the Company to the Allottee for such cancellation after a period of 90 days after such cancellation, provided the Allottee is not in breach or violation of any of the terms and conditions of this Allotment Letter. The Company has explained and the Allottee has understood and agreed that after such cancellation and dispatch of such refund amount cheque by the Company, the Allottee shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/Unit and against the Company. The Allottee has also agreed that in case two or more Allottees have been allotted the Said Apartment/Unit jointly, such refund amount cheques shall be dispatched by the Company in the names of all the Allottees in equal ratio at the address of the first named Allottee. Thereafter the Allotment Letter shall be treated as null and void.

- 12.2** The Company has explained and the Allottee has agreed that the Company may, in its sole discretion, suspend or terminate the Said Project or any part of the Said Project due to any Force Majeure circumstances or due to any other reason whatsoever and in such an eventuality, the Company shall be entitled to cancel the Allotment Letter of the Said Apartment/Unit and on such cancellation, the Company shall be liable only to refund the entire amount received from the Allottee with simple interest @ 9% (nine percent) per annum calculated from the date of realization of respective amounts by the Company till the date mentioned in the letter/notice sent by the Company to the Allottee for such cancellation after a period of 90 days after such cancellation, provided the Allottee is not in breach or violation of any of terms and conditions of this Allotment Letter. The Company has explained and the Allottee has understood and agreed that after such cancellation and dispatch of such refund amount cheque by the Company, the Allottee shall have no right, interest, claim and lien of any nature whatsoever on the Said Apartment/Unit and against the Company. The Allottee has also agreed that in case two or more Allottees have been allotted the Said Apartment/Unit jointly, such refund amount cheques shall be dispatched by the Company in the names of all the Allottees in equal ratio at the address of the first named Allottee. Thereafter the Allotment Letter shall be treated as null and void.

### **13 FAR (FLOOR AREA RATIO)**

The Company has explained and the Allottee has agreed that in the event of increase of FAR (Floor Area Ratio) beyond the current applicable FAR by any Governmental Authority in any form or manner including additional FAR for Green Building/Project and additional compoundable FAR etc. and/or purchase of additional/increased FAR by the Company, the Company shall have full right to raise further constructions over the top roof/terrace of the Buildings and/or on the open area or vacant land including but not limited to constructing additional buildings in the Said Complex/Project as being the sole and exclusive property of the Company and the Allottee shall not be entitled to raise any objection or make any claim on any account in this regard. The Company shall have the sole discretion and right to utilize the additional/increased FAR in the manner it deems fit. The Allottee has further agreed and confirmed that on such additional construction by use of additional/increased

FAR, the additional construction shall be the sole property of the Company, which the Company shall be entitled to dispose of in any manner it chooses without any interference from the Allottee. The Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional constructions thereof connected with the already existing electric, water, sanitary and drainage systems in the Said Building / Said Complex/Project. The Allottee has acknowledged that the Allottee has not made any payment towards the additional/increased FAR and shall have no objection to any of such construction activities carried on the Said Building / Said Complex / Said Project.

#### **14 MAINTENANCE AGREEMENT**

- 15.1** The Company has explained and the Allottee has agreed that the Allottee shall enter into and execute a Maintenance Agreement to be executed between the Allottee and the Maintenance Agency nominated by the Company, on or before Notice for Fit-Out of the Said Apartment/Unit is given by the Company, for the maintenance facility and upkeep of the Common Areas and Facilities and common services in the Said Tower and Said Complex/Project and the Allottee shall also pay the advance Maintenance and other Charges and Transferable Interest Free Maintenance Security (TIFMS) determined and fixed by the Maintenance Agency nominated by the Company. The Allottee has understood and agreed that the Maintenance Charges shall be payable by the Allottee from the date of possession / deemed possession of the Said Apartment/Unit and in the event of the Allottee failing to take possession of the Said Apartment/Unit, once it is offered for possession by the Company, the Allottee shall be deemed to have taken possession of the Said Apartment/Unit for the purpose of payment of Maintenance and other Charges and shall be liable to pay Maintenance and other Charges commencing from the date of such deemed possession. The Allottee has understood and agreed that he shall take possession of the Said Apartment/Unit Tower wise as and when the same is offered and also within the time stipulated by the Company in the concerned letter or notice by executing necessary Sale/Conveyance Deed and/or indemnities, undertakings etc. It has been specifically explained by the Company and agreed by the Allottee that some Common Areas and Facilities in the Said Complex/Project including Club/Community Center, Swimming Pool etc. shall become operational only after completion of the Said Project entirely.
- 15.2** The Allottee shall not hold 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, commission or omission in rendering the services to the Applicant in terms of the Maintenance Agreement. The Allottee has agreed and expressly discharged the Company from the effects of any act, omission, negligence or deficiency in services on the part of the Maintenance Agency.
- 15.3** The Allottee has agreed that after execution of Conveyance Deed / Sub-Lease Deed, the Allottee shall permit the Maintenance Agency or its representatives, when so required, to enter the Said Apartment/Unit for the purpose of performing installations, alterations, inspection or repairs to the mechanical or electrical services and generally such entry will be at a time convenient to the Maintenance Agency and Allottee but in case of emergency, such right of entry shall be immediate.

**16. NUISANCE**

The Allottee shall use the Said Apartment/Unit for residential purpose only and shall not use or allow to be used the Said Apartment/Unit for any illegal or immoral purpose or for any activity that may cause nuisance to other Allottees or occupants of the Said Building /Complex/Project. The Allottee shall not store any hazardous or polluting articles/substances in the Said Apartment/Unit. The Allottee shall indemnify and hold harmless the Company for any losses and/or damages caused on account of breach of conditions of this Allotment Letter.

**17. LIABILITIES**

The Allottee, after taking possession of the Said Apartment/Unit, shall have no claim against the Company in respect of any item of work, installation etc. in the Said Apartment/Unit, which may be said not to have been carried out or for non-compliance of any design, specification, building material or for any other reasons whatsoever.

**18. COPIES OF THE ALLOTMENT LETTER**

Two copies of this Allotment Letter shall be signed. The Company shall retain one copy and hand over/send the second copy to the Allottee for his reference and record. This Allotment Letter shall be valid only upon the Company signing this Allotment Letter through its Authorised Signatory after the copies duly signed by the Allottee are received by the Company.

**19. PLACE OF EXECUTION**

The execution of this Allotment Letter shall become complete only upon its signing by the Company through its Director/Authorized Signatory at the Company's registered office in Delhi after the copies are duly signed by the Allottee and are received by Company. For all intents and purposes this Allotment Letter shall be deemed to have been executed at Delhi.

**20. COMPANY'S RIGHT TO JOIN AS AFFECTED PARTY**

The Company shall have right to join as an affected party in any suit/complaint/proceeding filed before any appropriate Court/Forum or Governmental Authority by the Allottee, if the Company's rights under this Allotment Letter are likely to be affected/prejudiced in any manner by the decision of the Court/Forum or Governmental Authority on such suit/complaint/proceeding. The Allottee shall be under strict obligation to keep the Company fully informed at all times in this regard.

**21. ENTIRE UNDERSTANDING**

This Allotment Letter constitutes the entire terms of allotment of the Said Apartment/Unit and the entire understanding between the Company and the Allottee and supersedes all prior understandings, agreements (if any), letters, applications, documents, etc. between them whether oral, written or implied.

## **22. INVALID PROVISIONS AND SEVERABILITY**

If any provision of this Allotment Letter is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations under this Allotment Letter will not be materially and adversely affected thereby, then (a) such provision will be fully severable; (b) this Allotment Letter will remain in full force and effective and will not be affected by the illegal, invalid, or unenforceable provision or by its severance here-from, and (c) in lieu of such illegal, invalid or unenforceable provision, there will be added/substituted as considered fit by the Company to which the Allottee shall not object, as a part of this Allotment Letter a legal, valid and enforceable provision as similar in terms and effect to such illegal, invalid, or unenforceable provision as may be possible.

## **23. WAIVER**

Any terms or condition of this Allotment Letter may be waived at any time by the Company at its sole discretion of which it is entitled to the benefit. A waiver on one occasion will not be deemed to be a waiver of the same or any other breach or non-fulfillment on a future occasion. All remedies, either under this Allotment Letter, or by Law or otherwise afforded, will be cumulative and not alternative.

## **24. ARBITRATION**

All or any disputes or differences arising out of or touching upon or in relation to the terms of this Allotment Letter including the interpretation and validity of the terms thereof and respective rights and obligations of the Allottee and the Company, shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Indian law of arbitration i.e. Arbitration and Conciliation Act, 1996 or any statutory amendments/modification thereof for the time being in force. The arbitration proceedings shall be held at Delhi in English language by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon the parties. The Allottee has agreed and confirmed that he shall have no objection to such appointment of the Arbitrator by the Company.

## **25. JURISDICTION**

This Allotment Letter shall be governed and construed in accordance with the laws of Republic of India with exclusive jurisdiction conferred on the courts at Delhi for all matters arising out of or touching and/or concerning this Allotment Letter and/or the transaction contemplated herein.

Thanking You,

Yours Truly,

For **MPG REALTY PRIVATE LIMITED**

**(Authorized Signatory)**

## **ACCEPTANCE BY THE ALLOTTEE**

I/We, the Allottee, do hereby accept all the terms and conditions of this Allotment Letter.

The Allottee hereby confirms that he has requested for booking of the Said Apartment/Unit in the Said Project with full knowledge and subject to all the laws, notifications and rules applicable to the Said Project in particular and area in general which have been explained by the Company and understood by him. The Allottee further confirms that he has relied on his own judgment and investigation in determining to apply for booking of the Said Apartment/Unit and has not relied upon and/or is not influenced by any Plans, advertisements, representations, or statements etc. of any nature, whatsoever, whether written or oral made by the Company or any selling agents / sales organizers / brokers or otherwise relating to the Said Apartment/Unit or Said Project. The Allottee has fully satisfied himself about the title, interest and rights of the Company in the Said Land and the Said Project and has understood all the limitations and obligations of the Company in respect thereof and the Allottee has confirmed that there shall be no more investigation or objection by the Allottee in this respect.

The Allottee hereby confirms that the Allottee has satisfied himself about the competence of the Company to allot the Said Apartment/Unit, seen relevant documents, title deeds, layout plan etc., and also understood all the limitations and obligations of the Company and the Allottee in respect thereof and the Allottee has confirmed that his investigations are complete in all respects. The Allottee has acknowledged and agreed with the computation of the Carpet Area as well as the Super Area of the Said Apartment/Unit by the Company which shall be final and binding upon the Allottee for all purposes subject to the terms of this Allotment Letter.

The Allottee also confirms that he is signing this Allotment Letter with full knowledge of all the terms and conditions contained in this Allotment Letter and that he has clearly understood all his rights, duties, responsibilities, obligations under each and all the clauses of this Allotment Letter, and has obtained independent legal advice on the same. The Allottee hereby undertakes that he shall strictly and scrupulously remain bound by the terms and conditions incorporated in this Allotment Letter for the allotment of the Said Apartment/Unit by the Company including payment of further installments of Total Price/Consideration and all other amounts, taxes and cesses, dues and charges as per the payment plan opted by him and/or as and when demanded by the Company. The Allottee further undertakes that the Allottee shall observe and perform all the covenants and conditions of this Allotment Letter and to keep the Company and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and also against any loss or damages that the Company may suffer as a result of non-payment, non-observance or non-performance of the said covenants and conditions by the Allottee.

The Allottee agrees, assures and undertakes that in the event of cancellation of this Allotment Letter by the Company for any reason whatsoever including but not limited to as set out in the terms and conditions provided in this Allotment Letter, the Allottee shall have no

claim/lien/charge/interest, right or remedy etc. on the Said Apartment/Unit or against the Company and the Company shall have full right to receive fresh application for allotment of the Said Apartment/Unit and allot the same to any other Person.

The Allottee represents and confirms that he shall abide by all the laws, rules, regulations and notifications etc. as may be made applicable to the Said Apartment/Unit and Said Complex/Project / Said Land including the terms and conditions mentioned herein.

The Allottee has understood and agreed that subject to other terms and conditions of this Allotment Letter and after payment of the Total Price, Taxes, other charges and dues as per the Allotment Letter, the Allottee shall be transferred/conveyed the Said Apartment/Unit with undivided and impartible proportionate share in the land underneath the Said Building and undivided proportionate share in the Common Areas of the Said Building including all easementary rights attached thereto along with rights of use of Common Areas and Facilities earmarked for common use for all occupants within the Said Complex. The Allottee shall not be entitled to claim partition of his undivided share in the land underneath the Said Building, and the same shall always remain undivided and impartible and unidentified.

The Allottee has understood and agreed that except for the Said Apartment/Unit, along with all common easementary rights attached therewith, including undivided right of use of all Common Areas and Facilities and of ingress and egress over Common Areas within the Said Complex, which may be within or outside the foot print of the Said Building, all rights and interests in all un-allotted / unsold areas in the Said Building / Said Complex, open spaces, roofs / terraces of Said Building, basements, parking spaces (except those which are specifically reserved), shall continue to vest in the Company and the Company shall have the sole right and absolute authority to deal with such areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode which the Company may deem fit in its sole discretion.

The Allottee understands and agrees that the layout plan of the Said Complex/Project may have, in addition to residential area, commercial areas, independent areas and amenities etc. However, this Allotment Letter is confined and limited in its scope only to the allotment of the Said Apartment/Unit in the Said Complex/Project. The area/boundary of the Said Land may be modified in future to the extent as may be required/desired by the Company and/or pursuant/consequent to any direction/approval by any Governmental Authority.

The Allottee confirms that the Total Price payable by the Allottee for the Said Apartment/Unit is on the basis of the Super Area of the Said Apartment/Unit only and that he has not made any payment to the Company, nor the Company has indicated / promised / represented / given any impression of any kind in any explicit or implicit manner whatsoever, that the Allottee shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Said Apartment/Unit or Said Complex/Project (other than those specifically earmarked as Common Areas and Facilities for common use of the occupants within the Said Complex/Project).

The Allottee understands that the Company relying on these specific confirmations, representations, assurances and undertakings of the Allottee has agreed to allot the Said Apartment/Unit and the Allottee confirms that these undertakings shall survive throughout the ownership of the Said Apartment/Unit by the Allottee, Allottee's legal representatives, successors, administrators, executors, assigns, nominees, subsequent transferees, etc.,

and accordingly the Allottee agrees and undertakes to incorporate these conditions in the conveyance/sub-lease deed with the subsequent transferee(s).

I/We, the Allottee, do hereby declare that I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

**Agreed and accepted by the Allottee(s) in full and In Witness Whereof the Allottee(s) has/have hereunto set and subscribed his/her/their hands:**

- 1. Signatures ..... Name .....
- 2. Signatures ..... Name .....
- 3. Signatures ..... Name .....

**WITNESSES:**

- 1. Signature .....  
Name .....  
Address .....
- 2. Signature .....  
Name .....  
Address .....