

Dated:

Mr. _____

_____,

Sub: Provisional Letter of Allotment in respect of Unit/ Space No. ____admeasuring ____Sq.ft. (super area) on ____th Floor, Tower –____, in the Building known as “_____” situated at Plot No, 03, Sector 73, NOIDA Distt. Gautam Budh Nagar, UP

Dear Sir(s)/Madam,

In response to your application dated _____, we, M/s AIRCON SYSTEMS INDIA PVT. LTD., a Company duly incorporated under the Indian Companies Act, 1956, having its Registered Office at A2/40, 1ST Floor, Safdarjung Enclave, New Delhi -110029 and having its Corporate Office at Ground Floor, Tower- B, The Corenthum, A-41, Sector-62, NOIDA UP (hereinafter referred to as the “Developer”) hereby provisionally allot to you the Applicant (hereinafter referred to as the “Allottee”) Unit No.____ on ____ Floor, Tower-____ having super area of approx. ____sq.ft. in the Building named as The Anthurium proposed to be developed and constructed on the lease hold plot of land admeasuring 20,002.95 sq. meters situated at Plot No.-3, in Sector 73, NOIDA Distt. Gautam Budh Nagar, UP (hereinafter referred to as the “Said Unit”). The said provisional allotment is subject to the following information provided to the Allottee and upon the terms and conditions appearing hereunder:

1. That the Developer has been allotted lease-hold plot of land admeasuring about 20,002.95 SQ METERS bearing Plot No, 03, situated in Sector 73, in the New Okhla Industrial Development Area, Distt. Gautam Budh Nagar, UP (the said Plot) by the New Okhla Industrial Development Authority (NOIDA) UP for a period of ninety years on perpetual lease hold basis as per the terms and conditions contained in the Lease Deed dated 28th March, 2007 which is duly registered in the Office of the Sub Registrar, NOIDA (hereinafter referred to as said Lease Deed).
2. That the Main Lessor NOIDA Authorities have since handed over peaceful possession of the said Plot to the Developer for setting up a IT PROJECT.
3. That the Developer has decided to develop and construct a multistoried IT/ ITES Building (hereinafter referred to as the (“ COMPLEX ”) on the Said Land.

4. The Developer after getting building plans sanctioned from the Competent Authorities, and subject to restrictions and conditions imposed in the said Lease Deed by the Main Lessor, is entitled to develop and construct and market the Said proposed IT PROJECT known as _____ on the Said Land and the Developer is entitled to book/allot/sell/lease the IT / ITES Suite/Space to be constructed in the said plot and to receive advance booking amount, total consideration amount either on down payment or in installments and all other deposits and charges etc. from the Allottees of the said Proposed Project and to issue receipt thereof and to execute all papers/documents pertaining thereto.
5. The Allottee has seen the relevant documents/papers and is fully satisfied that the title of the Developer to the Said Land and that the Developer has right and authority to develop and construct the said Project on the Said Land and to sell/lease the commercial space there at to the applicant(s) subject to clause 14 (b) of the Lease Deed.
6. The Allottee agrees that he/she/it has applied for allotment of Said Unit/Space with full knowledge of all the laws/notifications and rules applicable to the area in general and said Project named as _____ in particular which have been explained by the Developer and understood by him/her/it. The Allottee agrees that the allotment is purely provisional and is subject to change in the area of the Unit herein agreed to be allotted its location etc. and the Allottee would be bound by the terms and conditions of the Allotment.
7. The Allottee has also seen the tentative building plans, designs etc. to be approved and sanctioned from NOIDA AUTHORITIES and specifications of the Said Unit/Space and after satisfying in all respects is willing to purchase the Said Unit in the said Complex i.e _____. The Allottee further agrees that Developer may make such variations, additions, alterations etc. therein as it may in its sole discretion consider fit and proper for and in the said Unit or as may be required by the NOIDA AUTHORITIES AND/OR any other Competent Authority, Govt. Agencies or the Architect of the Developer. Such alterations may include change in location, preferential location, number, increase or decrease in number of Unit, floor, block or area of the Unit.
8. The Allottee agrees to pay the price of the Said Unit and other charges calculated on the basis of super area (as defined in clause 9 herein below), which is understood to include pro rata share of the common areas (as defined in clause 9 herein below) in the said Complex. It is further understood and agreed by the Allottee that the area of the Said Unit given in this Allotment Letter is tentative and subject to change upon approval of final building plan(s) etc. and/or on completion of construction of the said Complex. The Allottee agrees that upon variation, if any, in the area of the Said Unit herein allotted the price herein agreed shall be suitably adjusted at the sole discretion of the

Developer.

9. The Super Area of the Said Unit includes the covered area of the Said Unit including area enclosed by its periphery walls, area under walls, columns, half the area of walls common with other Unit etc. which form integral part of Said Unit. Common area shall mean all such part/areas in the said building which the Allottee/Occupants of the Said Unit shall use by sharing with other Allottees/Occupants of the said Building including corridors and passages, atrium, common toilets, lifts and lift lobby, escalators, area of cooling towers, AHU rooms, security/fire control room(s), all electrical shafts, D.G. shafts, A.C. shafts, pressurization shafts, plumbing and fire shafts on all floors and rooms, staircases, munties, lift machine rooms and water tanks etc.
10. The Allottee specifically agrees to pay directly or if paid by Developer then reimburse to Developer on demand, Govt. Levies, Property Tax, Ground Rent, Wealth Tax, Service Tax, Education Cess, VAT and/or taxes of all and any kind by whatever name called, whether levied or leviable now or in future on the Said Land and/or Complex, constructed on the Said Land or the Said Unit, as the case may be, as assessable/applicable from the date of offer of possession of the Said Unit to the Allottee and the same shall be borne and paid by the Allottee in proportion to the Super Area of the Said Unit to the super area of all the Units in the said Complex as determined by the Developer.
11. The Allottee further agrees to pay the Ground Rent, Lease Rent, Conversion Charges, unearned increase or such other levy as may be demanded and/or found payable to the Competent Authority or such other Government/Local Body from time to time by the Developer in proportion to the super area of the Said Unit to the super area of all the Units in the said Building as determined by Developer.
12. It shall be an essential condition of this allotment that the Said Unit shall always be used for the purpose of IT / ITES purposes for which it has been allotted. Any change in the specified use, which is not in consonance with the scheme of the said Project or which is against the stipulated lease term (s) or is detrimental to the public interest will be treated as a breach of the terms of Allotment entitling the Developer to cancel the allotment and forfeit the earnest money and the amount, if any, paid over and above the earnest money shall be refunded to the Allottee without any interest after deducting all the amounts that may be found due and recoverable from the Allottee. Thereafter, the Allottee shall not have any right, title or interest in the Said Unit allotted to the Allottee.
13. Subject to what is stated herein, the Developer has provisionally allotted to the Allottee the Said Unit in the said Complex for a total consideration of **Rs._____** (Rupees _____ only) which includes the following:

Super Area (Approx.)	_____	Per sq.ft.	_____
Basic Sale Price	Rs. _____/-	per sq.ft.	Rs. _____
Preferential Location charges (PLC)			
Park Facing	Rs. _____	per sq.ft.	NIL
Road Facing	Rs. _____	per sq.ft.	NIL
Park Facing & Corner	Rs. _____	per sq.ft.	NIL
Parking	Rs. _____	per Car	NIL
Electrification Charges & Fire Fighting Charges	Rs.100.00	per sq.ft.	Rs. _____
One Time Lease Rent	Rs. 100.00	per sq.ft.	Rs. _____
IFMS –Interest Free Maintenance Security	Rs. 100.00	per sq.ft.	Rs. _____
Stamp Duty Charges			As applicable
Additional Charges, if any			
Total Price			Rs. _____

All taxes, duties, levies i.e. VAT, Surcharge, GST, Stamp Duty shall be payable in addition to the total price.

14. Upon execution of provisional allotment letter the allottee (s) namely _____ have paid a sum of Rs. _____- (Rupees _____ only) as advance/booking payment including GST as per details given below the receipt of which is admitted by the developer.

i) Rs. _____/- (Rupees _____ only) vide Cheque No. _____ dated _____ drawn on _____.

ii) Rs. _____/- (Rupees _____ only) vide Cheque No. _____ dated _____ drawn on _____.

Balance amount of Rs. _____/- (Rupees _____ only) plus GST shall be payable as per the payment plan annexed herewith.

15. The Basic Sale Price of the Said Unit is escalation free, save and except increases, which the Allottee hereby agrees to pay to the Developer on demand, due to increase in super area of the unit allotted, Government rates, taxes, cesses etc., increase on account of additional fire safety measures undertaken and/or any other charges which may be levied or imposed by the Government/Statutory Authorities from time to time. If due to any provision of the existing and future laws, guidelines, directions etc. of any

Government and/or the Competent Authorities made applicable to the Said Unit/said Complex requiring the Developer to provide pollution control devices, effluent treatment plant, additional fire safety measures etc. in the said Complex , then the cost of such additional devices, equipments etc. shall be borne and paid by the Allottee in proportion to the super area of his Unit to the total super area of all the Unit in the said Complex as and when demanded by the Developer at the sole discretion of the Developer.

16. The Developer shall provide electricity/power connection of approx 2.75 Watt per sq.ft. to the Said Unit. In case the Allottee requires any additional power in the Said Unit, after due inspection by the qualified engineers of Developer and/or Maintenance Agency by ascertaining the need of electricity in the Said Unit and depending upon the availability of the load , then upon payment of additional charges as may be determined by the developer or the Maintenance Agency as applicable shall be paid by the Allottee to include the cost of augmentation of transformers, generators etc. apart from the actual cost of additional cabling and equipment to be provided in the Said Unit. If at any time it is discovered by the staff of the Maintenance Agency that the Allottee is drawing /using the electricity beyond the sanctioned load then the Maintenance Agency shall be entitled to disconnect the electricity load or impose such penalties/damages for the illegal use of load which would amount to theft of electricity. The Basic Sale Price is inclusive of the cost of providing electric wiring upto the Said Unit only but does not include the cost of electrical fittings & Fixtures etc., which shall be got installed by the Allottee in the Said Unit at its own cost and arrangement. The Electrification and Fire Fighting Charges shall be payable by the Allottee as and when demanded by the Developer at the time of possession of the Said Unit.
17. Further the Developer shall provide ducting for air-conditioning system only upto the Said Unit. It is the responsibility of the Allottee to carry out internal ducting for air-conditioning system inside the Said Unit.
18. The fire fighting equipments shall be provided in accordance with the National Building Code currently in force. However, if due to any subsequent legislation / Government order or directive or guidelines or change in the National Building Code or if deemed necessary at the sole discretion of the Developer, additional fire safety measures are required to be provided or undertaken, then the Allottee agrees to pay on demand the additional expenditure incurred thereon on a pro-rata basis as determined by the Developer, which shall be final and binding on the Allottee.
19. The Allottee agrees to make all payments in time as per the terms of Schedule of Payment as mentioned in Annexure-I and as may be demanded by the Developer from time to time through A/c Payee Cheque(s)/Demand Draft(s) in favour of AIRCON

SYSTEMS (INDIA) PVT LTD. payable at NOIDA / Delhi/New Delhi. The receipt of payment shall be issued by the Developer in the name of first Allottee (in case the Said Unit is allotted to joint Allottees) irrespective of payment received either from the joint Allottee or from any other person.

20. The Allottee has agreed that out of the amount(s) paid/payable by him for the Said Unit allotted to him/her/them, the Developer shall treat 20% of Basic Sale Price as earnest money to ensure fulfillment, by the Allottee, of the terms and conditions as contained in this Letter of Allotment. Timely payment of installments and other allied charges, as described in Annexure-I is the essence of this allotment. It shall be incumbent on the Allottee to comply with the terms of payment as defined in Annexure-I and Allottee has agreed that Developer is under no obligation to send reminders for payments and the Allottee is bound to make the payments on time as per Annexure-I. If payment is not received by the Developer within the period as indicated in the payment plan opted by the Allottee or if there is any other breach of the terms of this Allotment Letter, then this Allotment may be cancelled.
21. In case the allotment of the Said Unit is cancelled due to non payment of installments as aforesaid or at the behest of the Allottee, the Allottee hereby authorizes the Developer to forfeit the earnest money as aforementioned and the Allotment of the Said Unit shall stand cancelled and the Allottee shall be left with no lien whatsoever on the Developer and/or on the Said Unit. The amount, if any, paid over and above the earnest money shall, however, be refunded to the Allottee by the Developer without any interest after re-allotment of the Said Unit and after compliance of certain formalities by the Allottee. The Developer may, however, in its absolute discretion condone the delay of late payments of installments by the Allottee with interest @ 24% p.a. on all the outstanding amounts/payments from their respective due dates.
22. The Allottee shall have no right, title and interest in the car parking spaces in the basements or on the surface of the said Complex, which may or may not have been allotted/sold/reserved by the Developer to any of the Allottee(s) and shall be dealt with by the Developer in its own discretion as it shall remain the absolute property of the Developer. The Allottee shall not raise any claim against such car parking spaces in the basements or on the surface of the said Complex nor shall the Allottee attempt to use or park its vehicle in such car parking spaces.
23. The Allottee, if resident of outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permissions, approvals which would enable the Developer to

fulfill its obligations under this Letter of Allotment. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority the allotment shall stand cancelled and the Developer shall refund the booking amount and all the amount paid by the Allottee after adjusting administrative charges etc. without any interest. The Developer will not be liable in any manner on such account. Any refund, transfer of security, if provided in terms of the Letter of Allotment shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and Rules made thereunder as amended from time to time. The Developer accepts no responsibility in this regard.

24. Until and Unless a Perpetual Sub Lease Deed with prior permission and on payment of applicable transfer charges to NOIDA Authorities in respect of the Said Unit is executed and registered, the Developer shall continue to have all authority over the Said Unit and all amounts paid by the Allottee under the Allotment shall merely be an advance payment for purchase of the Said Unit and shall not give the Allottee any lien or interest on the Said Unit until the Allottee has complied with all the terms and conditions of this Allotment and a Sub Lease Deed of the Said Unit has been executed and registered in favour of the Allottee. It is specifically made clear that the title in the said Unit being constructed by the Developer shall pass to the Allottee only upon the execution of the Sub Lease Deed and till such time the right, title, interest, including the ownership and title in the construction so made remains with the Developer. It is clarified that the construction under taken by the Developer is its own construction and has not been made for and on behalf of any Allottee or purchasers.
25. This allotment is subject to the terms and conditions as are contained in the Lease Deed under term of which the Developer has been granted perpetual sub lease hold rights in the said Plot of Land and the Allottee acknowledges that the Allottee has been apprised of the entire contents and conditions and stipulations contained therein and hereby accepts and agrees to abide by the terms and conditions of the said Lease Deed.
26. The Allottee hereby agrees to comply with all the Laws as may be applicable to the Said Unit including but not limited to the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 and the Rules, Notifications etc. made/issued thereunder in respect of the Said Unit and the Allottee shall always remain solely responsible for the consequences of non-compliance of the aforesaid Acts/Rules.
27. The Allottee further agrees to install and operate and keep at all times in operational

condition various equipments machinery etc. at its own cost and expenses in conformity with the provisions of Environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 in the Said Unit and the Allottee shall always remain solely responsible to obtain and always keep alive and make available necessary certificates from the Pollution Control Board and/or other appropriate authorities in this regard.

28. The Allottee shall not transfer its right, title and interest in the Said Unit to any prospective purchaser without the written consent/approval from the Developer. The Developer may, however, in its sole discretion, permit such substitution on such terms and conditions including payments of administrative charges @ Rs.150/- (Rupees One Hundred Fifty only) per sq. ft. by executing documents of transfer, indemnity bond, affidavit etc. The said administrative charges shall be paid by the Allottee to the Developer and / or to the Maintenance Agency on behalf of the Developer. Any change in name (including addition/deletion) of the Allottee will be deemed as substitution for this purpose. The administrative charges for the Said Unit amongst family members (husband/wife and own children/mother/father and real brother and sister) will be 50% of the normal administrative charges for every transfer.
29. (a) The Developer shall complete the construction of the Complex within 36 (thirty six) months from the date of sanction of building plans and / or from the date of start of construction whichever is later or within an extended period of six months, subject to force majeure conditions [as mentioned in Clause (b) hereunder] and subject to all Allottees of the Said Complex making timely payment and/or subject to any other reasons beyond the control of the Developer. No claim by way of damages/compensation shall lie against the Developer in case of delay in handing over the possession on account of any of the aforesaid reasons and the Developer shall be entitled to a reasonable extension of time for the delivery of possession of the Said Unit to the Allottee.
- (b) The Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Letter of Allotment if such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, terrorist acts, sabotage, inability to procure or general shortage of energy, labour, equipment, facilities, materials or supplies, failure of transportation, strikes, lock outs, action of labour unions or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of the Developer. Further the Developer shall not be held liable if any delay is caused due to carrying out any alternate/additional work demanded by the Allottee(s) in the Said Unit at any point of time during construction of the Said Unit.
- (c) Upon obtaining certificate for occupation and use from the Competent

Authority(ies) by the Developer, the Developer shall offer in writing to the Allottee to take over, occupy and use the Said Unit within 30 (Thirty) days from the date of issue of such letter and the Developer shall hand over the Said Unit to the Allottee for his occupation and use subject to the Allottee having complied with all the terms and conditions of this Letter of Allotment and is not in default of any of the terms and conditions herein contained and has complied with all provisions, formalities, documentation etc., as may be prescribed by the Developer in this regard.

- (d) Upon receiving a written intimation from the Developer in terms of aforementioned Clause, the Allottee shall within the time stipulated by the Developer in the notice, take possession of the Said Unit from the Developer by executing necessary indemnities, undertakings and such other documents as the Developer may prescribe and the Developer shall after satisfactory execution of such documents and payment by Allottee of all the dues permit the Allottee to occupy and use the Said Unit. If the Allottee fails to take possession of the Said Unit as aforesaid within the time limit prescribed by the Developer in its notice, then the Said Unit shall lie at the risk and cost of the Allottee and the Developer shall have no liability or concern in respect thereof. Further in the event of failure on the part of the Allottee to take possession of the Said Unit for any reason whatsoever, the Allottee shall be deemed to have taken possession of the Said Unit on the expiry of the period mentioned in the said notice, for purpose of payment of maintenance charges or any other levies in respect of the Said Unit. Further it is agreed by the Allottee that in the event of his failure to take over the Said Unit in the manner as aforesaid, the Allottee shall pay to the Developer a compensation at the rate of Rs. 5/- (Rupees Five Only) per sq. ft. of the super area of the Said Unit per month for the entire period of such delay and the Allottee hereby agrees that the Developer may withhold conveyance or handing over for occupation and use of the Said Unit till the entire compensation with applicable over due interest, if any, at the rates as prescribed in this Letter of Allotment are fully paid by the Allottee. It is made clear and the Allottee agrees that the compensation as stipulated in this clause shall be a distinct charge not related to but in addition to maintenance or any other charges as provided in this Letter of Allotment.
- (e) The Allottee shall, after taking possession or deemed possession of the Said Unit, as the case may be, or at any time thereafter, have no objection to the Developer constructing or continuing with the construction of Project Buildings or other building(s) adjoining the Unit sold to the said Allottee.
- (f) The Allottee agrees and authorizes the Developer to make additions to or put up additional structures in/upon the said Complex or additional Units and/or structures anywhere in the said Complex /said Land as may be permitted by the competent

authorities and such additional Units/structures shall be the sole property of the Developer which the Developer will be entitled to dispose off in any manner it chooses without any interference on the part of the Allottee. The Allottee agrees that the Developer, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/stories with the existing electric, water, sanitary and drainage sources. The Allottee further agrees and undertakes that he shall after taking possession of the Said Unit or at any time thereafter, not object to the Developer constructing or continuing with the construction of the other building(s)/blocks outside/adjacent to the said Building or inside the said Complex / Unit / said Land or claim any compensation or withhold the payment of maintenance and other charges as and when demanded by the Developer, on the ground that the infrastructure required for the said Complex is not yet complete. Any violation of this condition shall entitle the Developer to seek remedies provided under this Letter of Allotment in cases of breach, non-payment, defaults etc.

- (g) The Developer reserves the right to give on lease or hire any part of the top roof/terraces above the top floor in the said Complex for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes etc. and the Allottee agrees that he shall not object to the same and make any claims on this account.
 - (h) The basement(s) and service areas, if any, as may be located within the said Complex, as the case may be, shall be earmarked by the Developer to house services including but not limited to air-conditioning plants, Electric Sub-station, Transformer, DG set rooms, underground water tanks, pump rooms, Maintenance and Service rooms, Fire Fighting pumps and equipments etc. and other permitted uses as per Zoning Plans/Building Plans. The Allottee shall not be permitted to use the basement(s) and service areas in any manner whatsoever and the same shall be reserved for use by the Developer or the Maintenance Agency and its employees for rendering maintenance services. Any violation of this condition shall be breach of the allotment terms by the Allottee.
30. (a) Upon completion of the said Complex, the Developer shall (subject to the whole of the consideration money and other charges and dues being received) register the Sub Lease Deed after getting prior permission of the NOIDA Authorities of the Unit in favour of the Allottee in such manner as may be permissible at the cost and expense of the Allottee and on the terms and conditions of this Allotment except those omitted by the Developer as unnecessary and the terms and conditions, if any, imposed by the NOIDA Authorities in this behalf.

- (b) The stamp duty, registration fee, transfer charges which may be required to be payable to Noida Authorities and/or any other competent authority for obtaining permission for the sub lease /sale deed in favour of the Allottee and/or its share of charges for the conversion to free hold for getting the property/Unit converted from leasehold to freehold and other incidental and legal charges for execution and registration of this Allotment, Conveyance Deed or any other Deed with respect to the Said Unit will be payable by the Allottee within the time specified in call notice given by the Developer to the Allottee.
31. The Allottee shall be entitled to the possession of the Said Unit only after all the amounts payable under this Allotment Letter are paid and cleared. Upon taking possession of the Said Unit as provided herein, the Allottee shall have no claim against the Developer as to any item to work, materials, installations etc. in the Said Unit or on any other ground whatsoever.
32. Notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable super area of the Said Unit on account of structural design of the Complex without which there can be no support to the Unit, it is repeated and specifically made clear that it is only the inside space in the Unit that has been agreed to be sold and the inclusion of the common areas in the computation does not give any right, interest and title therein as such to the Allottee.
33. The common areas and facilities shall remain under the control and management of the Developer whose responsibility will be to maintain and upkeep the said spaces, sites until the same are transferred/assigned to any other body or association or society in future.
34. The Developer alone shall be entitled to obtain the refund of various securities deposited by it during construction of the Complex with various Governmental/Local Authorities for electric and sewer connection etc.
35. The Allottee has specifically agreed and understood that the Developer shall have absolute right on the signage inside/outside/near, within or on the face of the said Building/said Plot or on the area near the said Complex and the Developer may determine and allow the usage by the Allottee of such signage on its own terms & conditions and subject to payment of such charges by the Allottee as may be decided by the Developer. The Developer shall have absolute right to identify, earmark and allot such places for affixing signage on the exterior/interior of the said Complex /Said Land. The Allottee shall be responsible to maintain such signage, so allotted by the Developer, in a well lit, legible and in a proper manner at its/his own cost. The Allottee hereby specifically agrees that the said allotted space for affixing signage etc. may be increased, decreased or modified in any manner at the sole discretion of the Developer from time

to time. The Allottee further undertakes, assures and guarantees that he would not put any sign board/name plate, neon light, publicity material or advertisement material etc. on the face/façade of the said Complex or anywhere on the exterior of the Building or common areas except at the places specifically earmarked and allotted by the Developer.

36. (a) In order to provide necessary maintenance services the Developer may, upon the completion of the said Building/said Complex / Unit, hand over the maintenance of the said Complex /said Unit to such Maintenance Agency as may be nominated by the Developer. The maintenance, upkeep, repairs, lighting, security etc., of the Complex / Unit including business lounges, recreation and waiting areas, other common areas, the landscaping and common lawns, water bodies of the said Complex will be organized by the Maintenance Agency. The Unit Allottee agrees and consents to the said arrangement. The Allottee shall pay maintenance charges, which will be fixed by the Maintenance Agency from time to time depending upon the maintenance cost. The maintenance charges shall be based on actual cost plus 20% as remuneration of maintenance agency plus all statutory taxes. The maintenance agency shall have full discretion to periodically increase the monthly maintenance charges. The Allottee shall be liable to pay interest at the rate of 24% per annum for non-payment of any of the charges within the time specified failing which this shall also disentitle the Unit Allottee to the enjoyment of common services including lifts, electricity and water etc.
- (b) If the Developer or the Maintenance Agency decides to apply for and thereafter receives permission from the Electricity Distributing Authority / Company / or from other Competent Body or Authority constituted by the Govt or State Govt to receive and distribute bulk supply of electrical supply in the said Complex, then the Allottee undertakes to pay on demand to the Developer / Maintenance Agency as the case may be proportionate share as may determined of all the deposits and charges paid / payable by the Developer or Maintenance Agency to the Electricity Deptt / Supplier / or any other Statutory Body or Govt. or any Regulatory Body, failing which the same shall be treated as unpaid portion of the total sale consideration payable by the Allottee for the said Unit / Space and the delivery of possession and/ or Conveyance of the same may be with held till fully payment thereof is received from the Allottee. Further the Allottee agrees that the Developer / Maintenance Agency shall be entitled to with hold supply of electricity to the said Unit till entire payment / dues are received from the Allottee. Further in case of bulk supply of electrical energy, the Allottee agrees to abide by all the conditions of sanction of bulk supply including but no limited to waiver of the Allottee's right to apply for individual direct electrical supply connection from the Electricity Deptt. Utility or any other body or company responsible for supply of electric energy. The Allottee further agrees to pay any increase / additional demand

in the deposits, charges for bulk supply of electricity as may be demanded from time to time.

- (c) The Allottee shall keep with the Developer / Maintenance Agency refundable Interest Free Maintenance Security deposit of Rs. 100/- (Rupees One Hundred Only) per sq. ft. super area of the Said Unit in order to secure adequate provision of the maintenance services and due performance by the Allottee in paying promptly the maintenance bills and other charges as raised by the maintenance agency. The Allottee agrees to deposit the Interest Free Maintenance Security and always keep deposited the same with the Maintenance Agency. A separate Maintenance Agreement between the Allottee and the Maintenance Agency will be signed at a later date.
 - (d) The Allottee agrees that as and when any Plant & Machinery within the said Complex, as the case may be, including but not limited to air-conditioning plants, lifts, escalators, DG sets, electric sub-stations, pumps, fire-fighting equipment, any other plant/equipment of capital nature etc. require replacement, upgradation, addition etc. the cost thereof shall be met from the sinking fund/repair fund which will be payable by each Allottees @ Rs. 2/- (two rupees) per sq. ft. per month of super area of the Said Unit over and above the monthly maintenance charges. If the said fund is found to be insufficient to meet the cost of the required replacement/upgradation/addition etc., then the shortfall shall be contribute by all the Allottees in the said Complex on pro-rata basis. The Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.
 - (e) The Maintenance Agency and its representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the Unit for carrying out any repair, alterations, cleaning etc. or for any other purpose or in connection with the obligations and rights under this Allotment, including for disconnections of the electricity and water or for repairing/changing wires, gutters, pipes, drains, part structure etc.
37. After completion of the Complex the structure of the project Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Maintenance Agency on behalf of the Allottees. The cost of insuring the Building structure shall be recovered from the Allottee on pro-rata basis as a part of maintenance charges and the Allottee hereby agrees to pay the same. The Allottee shall not do or permit to be done any act or thing which may render void or voidable insurance of any

Unit or any part of the said Building or cause increased premium to be payable in respect thereof for which the Allottee shall be solely responsible and liable. However, the contents inside the Said Unit will be separately insured by the said Allottee at his own cost.

38. That the Developer shall have the right to raise finance from any Bank / Financial Institution / Body Corporate and for the purpose can create equitable mortgage of the said land and the construction thereon in favour of one or more such institutions and for such an act the Allottee shall not have any objection for creation of such charge during the construction / development of the Project. Notwithstanding the foregoing, the Developer will ensure that any such charge, if created, is vacated before execution of the sub lease deed in favour of the Allottee.
39. The Allottee shall not do or permit anybody to do the following acts:
- (a) To store in the Unit any goods, which may be of combustible nature or which are so heavy as to affect the construction or the structure of the Complex / Unit or any part thereof.
 - (b) To do anything in or around the Said Unit which may tend to cause damage to any flooring or ceiling of any Unit over/below or adjacent to his Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
 - (c) To demolish the Unit or any part thereof or to make any additions or alterations of whatsoever nature to the Said Unit or any part thereof.
 - (d) To close ground space, corridors or lounges or balconies or common passages or common corridors even if whole of particular floor/floors are occupied by the same Allottee.
 - (e) To make any alterations in any elevations and outside color scheme of the exposed wall of the verandah, lounge or any external wall, or both the faces of external doors and windows of the Unit to be acquired by him/her, which in the opinion of Maintenance Agency differ from the color scheme of the Complex.
 - (f) To put up any name or signboard, publicity or advertisement material outside his Unit or anywhere in the common areas without prior permission of the Maintenance Agency in writing.
 - (g) To make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rages, garbage or refuse, anywhere save and except at

areas/places specifically earmarked for the purposes in the said Complex.

(h) To use the Said Unit for purpose other than for purpose it has been allotted.

40. It is clearly specified that the visitors/guests/relatives/staff of the occupants of the Units shall park their vehicles at the space earmarked by the Developer under "Pay and Park" system or under any other system as may be decided by the Developer, to avoid any inconvenience to the Allottees of the Units.
41. The said Complex shall always be known as "The Anthurium" and this name shall never be changed by the Allottees of the Units or anybody else.
42. That the Allottee before letting out the Said Unit on Lease shall take the Written Permission/No Objection Certificate from the Developer relating to the usage for which the Said Unit is intended to be let out.
43. The Developer shall have the first lien and charge on the Said Unit in the event of the Allottee parting with any interest therein for all its dues and/or that may hereafter become due and payable by the Allottee to the Developer under this Allotment.
44. The terms and conditions contained herein shall be binding on the occupier of the Unit and any default of the occupier shall be treated as that of the Allottee, unless context requires otherwise.
45. Delay or indulgence by the Developer in enforcing the terms of this Allotment or any forbearance or giving of time to Allottee shall not be construed as a waiver on the part of the Developer of any breach or non-compliance of any of the terms and conditions of this Allotment by the Allottee, nor shall the same in any manner prejudice the rights of the Developer.
46. If any provision of this Allotment shall be determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may be reasonably consistent with the purpose of this Allotment and to the extent necessary to conform to applicable law and the remaining provisions of this Allotment shall remain valid and enforceable in accordance with other terms. In no circumstances it will render this Allotment void.
47. (a) The Allottee shall get his complete address registered with the Developer at the time of booking and it shall be his responsibility to inform the Developer by Registered AD letter about all subsequent changes, if any, in his address. The address given in the application for allotment of Unit shall be deemed to be the Registered Address of the Allottee until the same is changed in the manner aforesaid.

- (b) In case of joint Allottees, all communication shall be sent by the Developer to the Allottee whose name appears first and at the address given by him shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).
 - (c) All letters, receipts, and/or notices issued by the Developer or its nominee and dispatched Under Certificate of Posting/Regd. AD/Speed Post/Courier Service to the last know address of the Allottee shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectually discharge the Developer/nominee.
48. (a) For all intents and purposes singular shall include plural and masculine gender includes the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Allottee is a joint stock company, a firm, or any other body corporate or organization or an association.
- (b) The terms and conditions contained herein above shall be interpreted in a manner so as to cover the laws and rules prevalent in India and conform to Public Policy and/or Fair Trade Practices.
- (c) That the rights and obligations of the parties arising out of this Letter of Allotment shall be construed and enforced in accordance with the laws of India.
49. All or any disputes arising out of or touching upon or in relation to the terms of this Letter of Allotment including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and/or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in NOIDA . The Courts at NOIDA UP alone shall have jurisdiction in all matters arising out of/touching and/or in connection with this Allotment.

You are requested to sign in both copies of this Letter of Allotment (on each page) in token of your acceptance of the terms & conditions stated hereinabove.

For AIRCON SYSTEMS (INDIA) PVT. LTD.

AUTHORIZED REPRESENTATIVE

I/We hereby accept the allotment on the terms and conditions as mentioned hereinabove.

ALLOTTEE

ANNEXURE-A

PAYMENT PLAN

On Booking	10% of BSP	
Within 45 days	____ % of BSP	
On Possession	____ % of BSP	+ 100% of Electrification Charges & Fire Fighting Charges +100% of Interest Free Maintenance security (IFMS) + One Time Lease Rent +100% Stamp duty.

Note :- Service Tax as applicable

ALLOTTEE

For AIRCON SYSTEMS (INDIA)PVT. LTD

AUTHORIZED REPRESENTATIVE