


Palácio Imperial White
The Solitaire Life

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**Allotment Letter for
Service Apartment cum Shops**

Name: _____

Address: _____

Unit: _____

Flat No. / Shop No.: _____ Size: _____





Important Instructions to the Allottee(s)

Any one desiring to purchase a Serviced Apartment (said Unit) will be required to execute two (2) copies of the Allotment Letter for each Unit desired to be purchased. The Allotment Letter of the said Unit sets forth in detail the terms and conditions of sale with respect to the Units and should be read carefully by each Allottee(s). Signed Allotment Letter of the said Unit will not be accepted from an Allottee(s) for three consecutive business days following the Allottee's receipt of the copies of the Allotment Letter of the said Unit along with all its Annexure as attached therewith. The Company expects that during the time given, i.e. three consecutive business days from the receipt of the copies of the Unit Allotment Letter, the Allottee(s) shall have read each and all clauses of this Allotment Letter carefully, understood the legal implications thereof, understood his/her obligations and liabilities and the Company's obligations and limitations as set forth in the Unit Allotment Letter.

As the Allotment Letter of the said Unit is a legal document, the Company advises the Allottee(s) to take advice of competent legal counsel/advocates to interpret the term and conditions of the Unit Allotment Letter. The Allottee(s) shall, thereafter, if he/ she so decides to enter into the Unit Allotment Letter, execute and deliver to the company, within thirty (30) days from the date of dispatch of Allotment Letter of the said Unit by the company, all two (2) copies of the Allotment Letter of the said Unit together with amounts due and payable as set forth in the schedule of payments. If the Allottee(s) fails to execute and deliver to the Company the Allotment Letter of the said Unit in its original form duly signed within thirty (30) days from the date of dispatch of Allotment Letter of the said Unit by the Company, then the application of the Allottee(s) shall be treated as cancelled and the earnest money paid by the Allottee(s) shall stand forfeited without any notice or reminders and the Allottee (s) shall be left with no right, title or interest in any form or manner in the Unit provisionally offered to the Allottee(s).

The Allotment Letter of the said Unit will not be binding on the Company until executed by the Company through its authorized signatory. The Company shall reject and refuse to execute any Allotment Letter of the said Unit wherein the Allottee(s) has made any corrections /cancellations /alterations /modifications. The Company reserves right to request thorough identification, financial and other information as it may so desire concerning any Allottee.

I/we confirm that I/we have read and understood the above instructions and each and all clauses of the Unit Allotment Letter, its Annexure etc. and I/we now execute the Allotment Letter of the said Unit being fully conscious of my/our rights and obligations and limitations of the company and undertake to faithfully abide by all the terms and conditions of the Unit Allotment Letter.

(Allottee)

(Allottee)

Instructions for execution of the Allotment Letter:

- 1) Kindly sign along with joint Unit Allottees, if any, on all places marked (Allottee) in the Allotment Letter.
- 2) Kindly paste at the place provided, colour photographs including of joint Unit Allottees and sign across the photographs.
- 3) All the two signed copies of the Allotment Letter of the said Unit in its original form shall be returned to the Company by registered post (AD)/hand delivery only within the time stipulated.
- 4) Witnesses signatures to be done only on space earmarked for it.
- 5) Please do not use white fluid, eraser or overwriting etc. on any copy of this Allotment Letter.

For Tulsiani Infraventures Pvt. Ltd.

Authorised Signatory

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Please paste recent Photograph and sign across the same

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**ALLOTMENT LETTER FOR SERVICED APARTMENT CUM SHOPS
IN
"PALACIO IMPERIAL WHITE" WITHIN THE PROJECT
"ANSAL SUSHANT GOLF CITY, HI-TECH TOWNSHIP, LUCKNOW"**

Dated: _____

To,
1. _____

2. _____

Sub: Allotment Letter for _____ in the Commercial Project for serviced Apartments cum Shops named as "Palacio Imperial White" within "Ansal Sushant Golf City, the Residential Hi-Tech Township Project", Lucknow.

Dear Sir/ Madam,

This has reference to your Application submitted to M/s Tulsiani Infraventures Pvt. Ltd. (hereinafter referred to as the "Company") for allotment of a _____ in the Commercial Project known as "SERVICED APARTMENTS CUM SHOPS, LUCKNOW" (hereinafter referred to as said "Project") proposed to be developed on Plot No. 1, Sector 'B' CBD Area, within the Hi-Tech Township Project "Ansal Sushant Golf City, Sultanpur Road, Lucknow, U.P." by the said Company (hereinafter referred to as the said "Land").

In response to your Application and choices made therein, the Company hereby provisionally allots to you (hereinafter you shall be referred to as the "Allottee(s)") a Serviced Apartment No.: _____ on _____ Floor having an approximate super area of _____ sq.ft./sq.mts (herein after

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referred to as "**said Unit**") in the said Project proposed to be developed/ constructed on the said Land. The allotment is subject to terms and conditions contained herein below:

1. The Allottee(s) agrees that he has applied for allotment of said Unit voluntarily with full knowledge of all laws/notifications and rules applicable to the purchase and acquisition of immovable properties in India and the arrangement pertaining to the said Project in particular which have been explained by the Company and understood by him without any inducement by any of the agent or representative of the Company. The Allottee(s) further agrees that he has verified the terms/ conditions of allotment and price of the said _____ with other developers in the vicinity and after being fully satisfied about the above, he has applied for provisional allotment of the said _____. The Allottee(s) agrees that firm/provisional allotment shall be made and confirmed by notice on completion of Project whereupon a formal Buyer's Agreement on Company's standard format containing the terms and conditions contained herein shall be executed by and between the parties.
2. The Allottee(s) has seen the relevant documents/papers pertaining to the said Project and is fully satisfied that the title on the Land of the said Project is marketable and the Company has right and authority to develop the said Project on the said Land and to sell the said Unit and other units thereat to any party under the terms and conditions mentioned in the Sanction/Permission Letter issued by Lucknow Development Authority (LDA) or any other Authority(ies) (hereinafter referred to as the said "**Authority**") to the Company and the Allottee(s) has understood all limitations and obligations of the Company in respect thereof. The Allottee(s) agrees that there shall be no further investigations or objections by him/her in this regard and further that he/she is fully satisfied of the competency of the Company to enter into this Allotment Letter. Further, the Allottee(s) hereby accepts and agrees to abide by the terms and conditions of the Allotment Letter. The Allottee(s) further agrees to abide by the terms and conditions of all the permissions, sanctions, directions issued by the competent authorities and that of prevailing byelaws, guidelines of Lucknow Development Authority (LDA) or any other Authority(ies).
3. The Allottee(s) confirms that he has examined the tentative plans, designs and specifications of the Unit/Project and agrees to the same. He also agrees that the Company shall be entitled to effect such variations, modifications, additions, alterations etc. therein as may be necessary for optimum utilization of saleable area or as it may in its sole discretion deem appropriate and fit in the best interest of the Project or as may be done by any competent authority, Govt. agency or Architect of the said Project without any objection from him and it shall not be obligatory on part of the Company to seek consent of the Allottee(s) for the said purpose. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the Unit. Further, the Allottee(s) understands and agrees that notwithstanding anything contained hereinafter finalization of position, location, orientation, number, dimensions, area, floor etc. of the said Unit (if revised), the sale/conveyance deed of the said finalized unit shall be executed and registered in favour of the Allottee(s) as per applicable law.
4. The Allottee(s) agrees that he shall pay the price of the said Unit and other costs calculated on the basis of super built-up area vis-à-vis plot area, which is understood to include pro-rata share of the common areas in the Project. The Super Area of the said Unit means the covered area of the said Unit including the entire area enclosed by its periphery walls including area under walls, columns, balconies and lofts etc. and half the area of common walls with other premises/ Units which form integral part of said Unit and Common areas shall mean all such parts/ areas in the entire said Project which the Allottee(s) shall use by sharing with other occupants of the said Project including entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to machine room, security/ fire control rooms, maintenance offices/ stores etc., if provided. The Allottee(s) confirms that it has read, understood and that he agrees to this definition and that it has no objection to the same and the Allottee(s) has assured the Company that after having agreed to the definition of super area given hereinabove as the basis for purchase and payment of price of the said Unit, he/she shall not raise any dispute or make any claims etc. at a later date in this regard.

For Tulsiani Infraventures Pvt. Ltd.

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5. It is further understood and agreed by the Allottee(s) that the area of the said Unit given in this Allotment Letter is tentative and subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Company which may result in change (decrease/increase) in the area of the said Unit, change in its dimension, size, location, number, boundaries etc. The Company shall, including where so required by any competent authority, be entitled at its sole discretion to make suitable alterations in the layout/building plan. In regard to such changes deemed necessary by the Company and/or its architects, the opinion of the Company and/or Company's architects shall be final and binding on the Allottee(s). The final size, location, number, boundaries etc. shall be confirmed on completion of development of the Project. In case of increase in the allotted area of the said Unit, the Allottee(s) shall pay for the initial 10% of increase in area at the rate of booking of the said Unit and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded/ adjusted (as the case may be) by the Company.
6. In addition to Clause (5) of this Allotment Letter, it has been clarified by the Company and Allottee(s) hereby re-affirms that at the time of this Allotment Letter, the Super Area of the said Unit is based on permissible F.A.R./F.S.I and its maximum utilization by the Company. If the Company opts to use F.A.R./F.S.I less than the permissible F.A.R./F.S.I then the super area of the said Unit shall automatically increase/decrease proportionate to the super area of the said Unit as mentioned in this Allotment Letter. If the super area of the said Unit is increased/ decreased then the amount towards the increased/decreased area shall be paid/ adjusted in manner detailed in the Clause (5) of this Allotment Letter.
7. (a) The Basic Sale Price (here in after referred to as BSP) of the Allotted Unit is Rs. _____ (Rupees _____). The Allottee(s) hereby agrees to pay to the Company in timely manner the Basic Sale Price, Additional Cost, Preferential location charges (PLC), etc. as per the payment plan opted by the Allottee(s) in Annexure-A, which is the essence of this allotment. In addition to the above, the Allottee(s) specifically agrees to pay promptly to the Company, the applicable Service Tax, Cess etc. levied/ to be levied by the Government on services undertaken/ to be undertaken by the Company while constructing or developing the said Unit / Project. The Allottee(s) further agrees to pay directly or if paid by the Company then reimburse to the Company on demand any Govt. levies, Property Taxes, other charges etc. leviable in future on the said Land and/or Project developed/ constructed on the said Land or the said Unit, as the case may be, as assessable/applicable in respect of the said Unit to the Allottee(s) and the same shall be borne and paid by the Allottee(s) in proportion to the area of the said Unit to the area of all the Units in the said Project as determined by the Company. If such charges/cost are increased (including with retrospective effect) after the sale deed has been executed then such charges/cost shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/ lien on the said Unit for recovery of such charges/cost from the Allottee(s).
- (b) The Basic Sale Price of the said Unit is firm, save and except increases, which the Allottee(s) hereby agrees to pay. Such increase might be due to any exorbitant increase in the cost of construction material; increase in super area, increase in height, etc. Beside this, the Allottee(s) also agrees to pay External Development Charges, Infrastructural Development Charges, Government rates, taxes, cesses etc. and/ or any other cost/ charges which may be levied or imposed by the Government/ statutory authorities from time to time. If any provision of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit/ Project requiring the Company to provide pollution control devices, effluent treatment plant etc. which are not part of system proposed by Company, in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee(s) in proportion to the super area of his Unit to the total super area of all the Units in the said Project as and when demanded by the Company.
- (c) It is clarified by the Company and agreed by the Allottee(s) that the basic selling price of the said Unit does not include the cost towards external electrification, power backup connection, Club, interest free maintenance Security, fire-fighting equipment water connection, sewerage connection, malba etc. and the cost/ charges towards the same shall be payable by the Allottee(s) as and when demanded by the Company.
8. a. The Allottee(s) agrees that specifications shown in the brochure/ pamphlet/ advertisements etc. are indicative only and that the Company may on its own provide any additional/ better specifications and/or facilities other than those mentioned in the brochure/ pamphlet/ advertisements.

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- etc. due to technical or aesthetic reasons including due to non availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Project/ said Unit, The Allottee(s) agrees to pay for the cost of additional/ better specifications and/or facilities as additional cost proportionately or as the case may be, as and when demanded by the Company.
- b. The standard of internal development has been defined by the Company and in case of any change at a later stage in the specifications of internal development thereby resulting in the Company incurring any extra cost/charges on account of such changes, the same shall be recovered on pro-rata basis from the Allottee(s) and shall be payable as and when demand by the Company.
9. The Allottee(s) acknowledges that the Company has readily provided all information, clarifications as required by him/her and that he/she has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral made by the Company, its selling agents/brokers or otherwise including but not limited to any representations relating to description or physical condition of the Project, or the said Unit or size or dimensions of the said Unit, services to be provided to the Allottee(s), estimated facilities/amenities to be made available to the Allottee(s) or any other data and that he/she has relied only on data/matters/things as specifically represented in this Allotment Letter and on his/her own judgment and investigation(s) in deciding to sign and accepts this Allotment to purchase the said Unit, No oral or written representations or statements previously made shall be considered/construed to be part of this Allotment Letter and that this Allotment Letter is self-contained and complete in itself in all respects.
10. The Allottee(s) agrees and understands that in case the Company is able to get additional FAR, the Company shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to by making additional Unit or making additional buildings in and around the said land in the said Project and the Company shall be entitled to get electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system of the said building in the said Project. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the said Land in the said Project.
11. a. The Allottee(s) undertakes to pay additionally to the Company the External Development Charges (EDC), City Development Charges (if applicable) and Infrastructural Development Charges (IDC) levied and/or leviable in future, by whatever name called or in whatever form and with all such conditions imposed by the Uttar Pradesh Government and/or any Competent Authority(ies) and increase thereof from retrospective effect, if any, shall be borne and paid by the Allottee(s) in proportion to the area of the said Unit to the total area of all the Units in the said Project as determined by the Company. If such charges are increased (including with retrospective effect) after the Conveyance/Sale Deed has been executed then such charges shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/lien on the said Unit for recovery of such charges from the Allottee(s).
- b. The Allottee(s) satisfies and confirms that the cost of the said Unit, does not include any tax paid or payable by the Company and/or its contractors by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess one time building tax, luxury tax if any, building and other construction worker's welfare fund or cess or any other taxes, charges, levies by whatever name called, in connection with the development work of the said Project/ said Unit and Allottee(s) hereby agrees to pay the Company, in addition to the cost of the said Unit a price equal to the proportionate share of Taxes, the proportionate share being calculated in the ratio of the super area of the said Unit to the total super area of the all Units in the said Project.
12. The allottee(s) agrees that the cost of the Unit is based on the cost of construction rates, as are applicable on the date of booking as per cost indices of CPWD. The allottee(s) further agrees that, due to abnormal market variation in the cost of construction, labour and raw materials, the actual cost of the unit may experience some escalation; and may thus vary. In case the cost of the unit upon completion of the project escalates by more than 5%, on account of variances in cost the of construction, then such difference in the cost of the Unit shall be charged from the

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Allottee - as per the calculation, which will be based on the cost indices of CPWD on the day of booking viz a viz cost of indices of CPWD at the time of completion/delivery of the project.

13. Firefighting equipment and/or preventive measures may be installed by the Company in the common area/ Housing in the said Project if required by any law/ byelaws, order or directions or guidelines of the Government/ any Statutory Authority/ Body or if deemed necessary by the Allottee(s) and the costs thereof shall be chargeable extra from the Allottee(s) on pro rata basis.
14. (a) It shall be an essential condition of this allotment that the use of the said Unit shall always be used for _____ purpose only. Any change in the specified use, which is not in consonance with the theme of the said Project or is detrimental to the public interest will be treated as a breach of the terms of allotment, entitling the Company to cancel the allotment and forfeit the entire amount deposited by the Allottee(s). Thereafter, the Allottee(s) shall not have any right, title or interest in the said Unit allotted to him/her. The Allottee hereby agrees that after execution of Sale/Conveyance Deed in favour of the Allottee, he shall bear and pay all cost for developing the said Plot and construction thereof. The Company shall not in any way, be responsible/liable for any default/violation committed by the Allottee under any applicable laws, rules, regulations, guidelines etc. imposed by the concerned authority(ies) for using the said Serviced Apartment for any other purpose. Any such default/violation shall automatically entitle the Company to cancel the allotment in accordance of terms of this Allotment letter.
- (b) Subject to other clauses herein, the Company has allotted to the Allottee(s) the Residential Unit as per the Annexure-A annexed to this Allotment Letter in the said Project as per plans and specifications inspected, seen and agreed by the Allottee(s) for a basic sale price, additional cost and preferential location charges as described in Annexure -A annexed to this Allotment Letter in respect to the said Unit.
- (c) The Allottee(s) hereby agrees to pay preferential location charges for preferential location as described in this Allotment Letter and in a manner and within the time as stated in the Payment plan. However, the Allottee(s) has specifically agreed that if due to any change in the layout/ building plan, the said Unit ceases to be in a preferential location, the Company may adjust or refund only the amount of preferential location charges paid by the Allottee(s) and such amount shall be adjusted in the last instalment as stated in the Payment plan. If due to any change in the layout/ building plan, the said Unit becomes preferentially located, then the Allottee(s) shall be liable and agrees to pay the preferential location charges, as and when demanded by the Company.
15. (a) The Allottee(s) shall also be entitled to use only the generally common areas and facilities within the said Land which may be outside the land underneath the said Project Building earmarked as generally commonly used areas & facilities by all the occupants/ users on the said plot of land. The structure of the said Project Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the maintenance agency on behalf of the Allottee(s) and the cost thereof shall be payable by Allottee(s) as part of the maintenance bill raised by the maintenance agency but contents inside each Unit shall be insured by the Allottee(s) at his/her own cost. The cost of insuring the Project Building structure shall be recovered from the Allottee(s) as a part of total maintenance charges and the Allottee(s) hereby agrees to pay the same. The Allottee(s) 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 Project Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.
- (b) That the Allottee(s) hereby agrees to become member of the in-house Club on payment of fees and cost, as may be applicable. The Club shall be managed by the Company and/or its nominee. The Allottee(s) shall not interfere in the management and/or maintenance of the Club in any manner whatsoever. The Allottee(s) shall be entitled to avail the Club facilities/ services as per the rules and regulations of the Club. It is clarified that the Allottee(s) shall not have any ownership right in the Club, its equipment, buildings & constructions and in the land underneath whether its management is done by the Company and/ or its nominee appointed for this purpose.
- (c) The service areas, if any, as may be located within the said Project, as the case may be, shall be earmarked by the Company to house services including but not limited to Electric Sub-station, Transformer, DG set rooms, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipment etc. and other permitted uses as per Project Plans. The Allottee(s) shall not be permitted

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- to use the service areas in any manner whatsoever and the same shall be reserved for use by the Company or the maintenance agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Allotment Letter by the Allottee(s).
- (d) The firefighting equipment, pollution control devices and/ or preventive measures may be installed by the Company in the common area if required by any law/ byelaws, order or directions or guidelines of the Government/ any Statutory Authority/ Body or if deemed necessary by the Allottee(s) and the costs thereof shall be chargeable extra from the Allottee(s) on pro-rata basis. Further the Allottee(s) hereby agrees to pay cost for the individual electricity meter connection to his Unit to the Company on demand before offer of possession of the said Unit.
16. The Allottee(s) shall make all payments within time in terms of schedule of payments as mentioned above and/or as may be demanded by the Company from time to time without any reminders from the Company through A/c Payee Cheque(s)/ Demand Draft(s) in favour of " **Tulsiani Infraventures Pvt. Ltd** " payable at par. In case Allottee(s) makes any payment towards the said Unit from any third party account, then Allottee(s) shall ensure that there would be no claim of any right, title or interest by such third party in the said Unit against the payment made from third party account and the Allottee(s) here by agrees that the Company shall not liable or responsible for any inter-se transaction between the Allottee(s) and such third party in any manner whatsoever. In the event the Allottee(s) makes any payments through any third party account then the Allottee(s) hereby agrees to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and realization of payment, the Company shall proceed to issue Receipt of such payment made by the Allottee(s) from third party account.
17. (a) The Allottee(s) may obtain finance from any financial institution/ bank or any other source for purchase of the said Unit, but the Allottee's obligation to purchase the said Unit pursuant to this Allotment Letter shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee(s) will remain bound under this Allotment Letter. However, if any bank/ financial institution refuses/ makes delay in granting financial assistance and/ or disbursement of loan on any grounds, then Allottee(s) shall not make such refusal/ delay an excuse for non-payment of any installments/ dues to the Company within stipulated time as per the payment plan. Further, in case the Allottee(s) fails to repay the loan amount to the bank/ financial institution or fails to comply with any terms and conditions of the loan/ financing agreement entered into with such bank/ financial institution, then the bank/ financial institution may enforce the security by the sale of the said Unit and the Company may accept the Purchaser of the said Unit in place of the Allottee(s), after the Purchaser complies with the necessary formalities of the Company in this respect. The amount standing to the credit in the account of the Allottee(s) after forfeiting the amount as detailed in this Allotment Letter will be transferred to the account of the purchaser. Further, in case the bank/ financial institution ask the company to cancel the booking of said Unit and call for repayment of outstanding loan amount, then the Company may cancel the booking and after forfeiting the amount as detailed in this Allotment Letter, pay the balance amount to the bank/ financial institution against outstanding loan amount for and on behalf of the Allottee(s). Further, the Allottee(s) hereby agrees and understands that, availability of Loan/ approval of the Project by the Financial Institution is not the pre-requisite/ condition precedent of the allotment of the said Unit and the said Allottee hereby agrees to pay the sale consideration of the said Unit according to opted Payment Plan, irrespective of availability of finance from any Financial Institution.
- (b) The Allottee(s) has agreed that out of the amount(s) paid/ payable by him for the said Unit allotted to him, the Company shall treat 15 % of basic sale consideration as earnest money to ensure fulfillment by the Allottee(s) of all the terms and conditions as contained in the Allotment Letter.
- (c) Timely payment of installments and other allied charges/ cost indicated herein is the essence of this allotment. It shall be incumbent on the Allottee(s) to comply with the terms of payment and the Allottee(s) has agreed that the Company is under no obligation to send reminders for payments. If payment is not received by the Company within the period as indicated in the Payment plan opted by the Allottee(s) or if there is any other breach of the terms of this Allotment Letter, then this allotment may be cancelled.
- (d) In the event of the failure of the Allottee(s) to perform his obligations or fulfill all the terms and conditions set out in the Allotment Letter and to pay installments as scheduled in Annexure A, the Allottee(s) hereby authorizes the Company to keep on abeyance/ suspension

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booking or cancel the allotment of the said Unit and forfeit out of the amounts paid by him, the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable, brokerage or dealer commission and allot it to other person without any further notice. The amount, if any, paid over and above the earnest money, interest on delayed payment due or payable, brokerage, dealer commission etc. shall, however be refunded to the Allottee(s)/ financial institution as the case may be by the Company without any interest after re-allotment of the said Unit and after compliance of certain formalities by the Allottee(s). However, in exceptional circumstances the Company may, in its absolute discretion, condone the delay in payment by charging penal interest at the rate of 18 % p.a. on the amount outstanding from their respective due dates. Further, if any discount/ concession has been given by the Company in the Basis Sale Price/payment term to the Allottee(s) in lieu of consensus of the Allottee(s) for timely payment of instalments and other allied charges/cost, then the Allottee(s) hereby authorizes the Company to withdraw such discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the Allottee(s) hereby agree to pay immediately. The Allottee(s) may opt for cancellation of allotment of said Unit only within six months from the date of allotment of the said Unit, however, in case the allotment of the said Unit is cancelled at the behest of the Allottee(s), then the Allottee(s) hereby authorizes the Company to forfeit the earnest money and the amount, if any, paid over and above the earnest money shall be refunded by the Company to the Allottee(s) without any interest after re-allotment of the said Unit. Upon cancellation of the said Unit, this Allotment Letter shall stand cancelled and the Allottee(s) shall be left with no right, title, interest, lien etc. on the said Unit.

18. (a) Subject to the other terms and conditions of this Allotment Letter on and after payment of the total sale consideration and other charges and dues as per this Allotment Letter and upon execution of Sale Deed/Conveyance Deed of the said Unit in favour of the Allottee(s) after completion of construction of said Unit, the Allottee(s) shall have (i) ownership of the built up area of the said Unit, (ii) undivided interest and the right to use common area and facilities along with owners of other units, (iii) right to exclusive use of reserved car parking space allotted (if any) along with the said Unit, and (iv) undivided proportionate interest in the Footprint of the said Unit area calculated in the ratio of super-built up area of the said unit to the total super built up area of all the units in the said Project in which the said unit is located; although the Allottee(s) shall not be making any payment towards the land/footprint.
- (b) As the interest of Allottee(s) in the common areas and facilities is undivided and cannot be separated this would require it to use the common areas and facilities within the said Building harmoniously along with other occupants, users, maintenance staff etc. without causing any inconvenience or hindrance to them. Further it is clearly understood and agreed upon by the Allottee(s) that even if the common areas and facilities within the said building are included in the computation of built-up area, the right of the Allottee(s) to use the common areas and facilities within the said building only shall always be subject to the timely payment of Maintenance Charges.
19. The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under 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 Company with such permissions, approvals etc. which would enable the Company to fulfill its obligations under this Allotment Letter. The Allottee(s) 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 there under as amended from time to time and other applicable laws. The Company accepts no responsibility in this regard.
20. The Allottee(s) hereby also agrees, undertakes and assures the Company and the Maintenance Agency that the Allottee(s) shall not encroach upon any part of the Common Area/ Common Path of the said building/Project or upon the adjoining Units of the said Unit either by erecting or constructing any structure or by installing any kind of machine/ equipment/ fixture (temporary or permanent) there upon. In case the Allottee(s) encroaches upon any part of the Common Area/ Common Path of the said building/Project or upon the adjoining Units of the said Unit by erecting/ constructing/installing any kind of structure/machine/equipment/fixture (temporary or permanent) thereupon, the Company/ Maintenance Agency is authorized to remove or demolish, as the case may be, such erection/ fixture/ installation and the Company/ Maintenance Agency shall raise the expense bill to the Allottee(s) towards the cost of such demolishing/ removal along with any other

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- concurrent/ consequential expense/ loss incurred by the Company/ Maintenance Agency/ other Allottees/ Occupiers of other Units which the Allottee(s) hereby agrees and undertakes to pay to the Company/Maintenance Agency within 7 days of the receipt of such Bill. The Company/Maintenance Agency shall not be responsible for any kind of loss/ damage caused to any machine/ installation while removing/ demolishing the same or consequential thereupon.
21. Unless a Conveyance/Sale Deed is executed and registered, the Company shall continue to have all authority over the said Unit and all amounts paid by the Allottee(s) under this allotment shall merely be a token payment for purchase of the allotted Unit and shall not give him any lien or interest in the said Unit until he has complied with all the terms and conditions of this Allotment Letter and Conveyance/Sale Deed of the said Unit has been executed and registered in his favour.
22. The Company shall be responsible for providing internal development within the said Project, which inter-alia includes (i) laying of roads, (ii) laying of water lines, (iii) laying of sewer lines (iv) laying of electrical lines. However, it is understood that external or peripheral services such as, trunk water lines, sewer lines, storm water drains, roads, electricity, etc. are to be provided by the Government or the concerned Local Authority.
23. This allotment is subject to the terms and conditions of sanction of layout plan and licenses issued by Lucknow Development Authority (LDA) and/or any concerned Competent Authority in respect of the said Land/ said Project to the Company and the Allottee(s) accepts and agrees to abide by the same. The Allottee(s) is not entitled to get the name(s) of his assignee(s) substituted in his place. The company may however, in its discretion, permit such substitution (which will not be withheld unreasonably) on such terms and conditions including payment of administrative cost or other cost as it may deem fit. Any change in name (including addition/deletion) of the Allottee(s) will be deemed as substitution for this purpose. The Allottee(s) hereby agrees that his Assignee shall get the rights under this Allotment Letter from the date of assignment and not from the date of signing of this Allotment Letter by the Allottee. The Allottee(s) further agrees and understands that the development/ construction period of the said Unit as stated in the Allotment Letter shall be reckoned with effect from the date of start of construction.
24. (a) The Company has made clear to the Allottee(s) that the Company may be carrying out extensive developmental/construction activities now and for many years in future in the entire area falling outside said Unit and that the Allottee(s) has confirmed that he/she shall not raise any objection or make any claims or withhold, refuse or delay the payment of installment/Operation/ Maintenance bills on account of inconvenience, if any, which may allege to be suffered by him/her due to such developmental/ construction or its incidental/ related activities. The Company, relying in good faith on this specific undertaking of Allottee(s), has agreed to sign this Allotment in respect of the said Unit and this undertaking shall survive throughout the occupancy of the said Unit by the Allottee(s), his legal representatives, successors, administrators, executors, assigns etc.
- (b) The Company shall put its best efforts to complete the development/ construction of the Unit within 30 (thirty) months from the date of start of construction, or within an extended period with grace of 6 (six) additional months, that is within a period of 36 months, however construction within aforesaid period is subject to force majeure conditions as mentioned herein below and subject to all Unit Allottees making timely payment or subject to any other reasons beyond the control of the Company. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable extension of time for the delivery of possession of the said Unit to the Allottee(s). The aforesaid period of development shall be computed by excluding Sundays, Bank Holidays, enforced Govt. holidays and the days of cessation of work at site in compliance of order of any Judicial/ concerned State Legislative Body.
- (c) If, however, the completion of the said Project/Building is delayed by reason of non-availability of steel and/or cement or other building materials, or water supply or electric power or slow down, strike or due to dispute with the construction agency(ies) employed by the Company, lock-out or civil commotion, by reason of war or enemy action or terrorist action or earthquake or any act of God or if non-delivery for possession is as a result of any Act, Notice, Order, Rule or Notification of the Government and/or any other Public or Competent Authority or due to delay in grant of completion/ occupation certificate by any Competent Authority or if competent authority(ies) refuses, delays,

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withholds, denies the grant of necessary approvals for the said Unit/said Building/said plot of land for any amenities, facilities intended to be created therein or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or for any other reasons beyond the control of the Company then the Allottee(s) agrees that the Company shall be entitled to the extension of time for delivery of possession of the said Unit. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Allotment Letter or if the circumstances beyond the control of the Company so warrant, the Company may suspend the Project for such period as it may consider expedient and the Allottee(s) agrees not to claim compensation of any nature whatsoever (including the compensation stipulated in Clause(s) herein below of this Allotment Letter during the period of suspension of the said Project.

- (d) As a result of any law that may be passed by any legislature or Rule, Regulation or Order or Notification that may be made and/or issued by the Government or any other Authority including Municipal Authority, the Company is unable to complete the construction of the said Unit/ said Building, then the Company may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate Courts, Tribunal(s) and/or Authority. In such a situation, the money(ies) paid by the Allottee(s) in pursuance of this Allotment Letter, shall continue to remain with the Company and the Allottee(s) agrees not to move for or to obtain specific performance of the terms of this Allotment Letter, it being specifically agreed that this Allotment Letter shall remain in abeyance till final determination by the Court(s)/Tribunal(s)/Authority(ies). However the Allottee(s) may, if he/she so desires, become a party along with the Company in such litigation to protect Allottee's rights arising under this Allotment Letter. In the event of the Company succeeding in its challenge to the Impugned legislation or Rule, Regulation, Order or Notification as the case may be, it is hereby agreed that this Allotment Letter shall stand revived and the Allottee(s) shall be liable to fulfill all obligations as provided in this Allotment Letter. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned Legislation/Order/Rule/Regulation/Notification not succeeding and the said legislation/order/rule/regulation becoming final, absolute and binding, the Company will, subject to provisions of law/court order, refund to the Allottee(s), the amounts attributable to the said Unit (after deducting interest on delayed payments, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Allottee(s) by the Company without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Company and the Allottee(s) agrees to accept the Company's decision, in this regard to be final and binding. Save as otherwise provided herein, the Allottee(s) shall not have any other right or claim of whatsoever nature against the Company under or in relation to this Allotment Letter.
- (e) The Company shall offer in writing to the Allottee(s) to take over, occupy and use the said Unit within thirty (30) days from the date of offer of possession and the Company shall hand over the said Unit to the Allottee(s) for his occupation and use subject to the Allottee(s) having complied with all the terms and conditions of this Allotment Letter and is not in default under any of the terms and to execute Sale/Conveyance Deed. The execution of Sale/Conveyance Deed and transfer of possession of said Unit shall be contingent on the fulfillment of following conditions precedent ("Conditions Precedent"):
- (i) The Allottee(s) shall have made payments of all sums due in accordance with the Payment Plan;
 - (ii) The Allottee(s) shall have paid all taxes, costs, charges required towards execution of the Sale/Conveyance Deed and this Allotment Letter and all costs and charges required to be paid by the Allottee(s) in accordance with the terms hereof and there shall be no amounts outstanding in respect thereof;
 - (iii) The Allottee(s) shall not be in breach of the terms hereof.
- (f) After the receipt of all installments and other dues, if any, No Dues certificate will be issued. After the issuance of No Dues certificate, the Allottee(s) are required to get the Sale/Conveyance Deed executed.
- (g) Upon receiving a written intimation from the Company, the Allottee(s) shall within the time stipulated by the Company in the notice offering possession, take over possession of the said Unit from the Company by executing necessary indemnities, Undertakings and such other documentation as the Company may prescribe and the Company shall after satisfactory execution of such documents and payment by Allottee(s) of all the dues permit the Allottee(s) to occupy and use the said Unit. If the Allottee(s) fails to take over the said Unit as aforesaid within the time limit prescribed by the Company in its notice, the said Unit shall lie at the risk and cost of the Allottee(s) and the Company shall have no liability or concern thereof. Further, in the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance

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- charges or any other taxes, levies, outflows on account of the Unit or for any other purpose. Further, the Company shall not be responsible for any loss or damage to the finishes, fittings and fixtures in the said Unit on account of the Allottee(s) not taking possession of the said Unit, as specified hereinabove.
- (h) However, in case of delay in construction of the said Unit attributable to delay of Company subject to Clause (c) & (d) herein above resulting in inability of the Company to offer possession within 30 months plus grace period of 6 months, that is 36 months, as detailed in clause (b), the Company would pay to the Allottee(s) a sum of Rs. 5/- (Rupees Five only) per sq. ft. per month for the Super Area for the period of delay. However in case the Allottee(s) fails to adhere the terms and condition provided in this Allotment Letter or default in making any timely payment as per payment plan attached in this Allotment Letter any time during the allotment of the said Unit till the transfer/ conveyance deed executed in his/her favour, on such eventuality Allottee(s) hereby agrees not to claim any penalty for delay in construction of the said Unit or offer of possession of the said Unit. The adjustment of such compensation shall be done only at the time of conveyancing the said Unit to the Allottee(s) first named in this Allotment Letter and not earlier.
- (i) Further it is agreed by the Allottee(s) that in the event of his/their failure to take over the said Unit in the manner as aforesaid, the Allottee(s) shall pay to the Company holding penalty at the rate of Rs. 10/- (Rupees Ten only) per sq. ft. of the built-up area of the said Unit per month for the entire period of such delay and hereby authorizes the Company to withhold conveyance or handing over for occupation and use of the said Unit till the entire holding penalty with applicable overdue interest at the rates as prescribed in this Allotment Letter is fully paid. It is made clear and the Allottee(s) agrees that the holding charges 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 Allotment Letter and shall be payable till such time the said premises is put to use by Allottee(s) or given on lease. Where Allottee(s) omits, fails, refuses and/or neglects to take possession of the said Unit from the Company for any reasons whatsoever, the Unit shall be held by the Company at the risk and cost of the Allottee (s). Further the Allottee agrees that in the event of his/her failure to take over the said unit within the time stipulated by the Company in its notice/written intimation, he/she shall have no right or any claim in respect of any item of work in the said Unit which he/she may allege not to have been carried out or completed or in respect of any design specifications, building materials, use or any other reason whatsoever and that he/she shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Unit/said Project/ Building.
- (j) Where Allottee(s) omits, fails, refuses and/or neglects to take possession of the said Unit from the Company for any reasons whatsoever, the Unit shall be held by the Company at the risk and cost of the Allottee (s). Further, the Allottee agrees that in the event of his/her failure to take over the said unit within the time stipulated by the Company in its notice/written intimation, he/she shall have no right or any claim in respect of any item of work in the said Unit which he/she may allege not to have been carried out or completed or in respect of any design specifications, building materials, use or any other reason whatsoever and that he/she shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Unit/said Project/Building.
- (k) Upon taking possession of the said Unit, the Allottee(s) shall have no claim against the Company as to any item of work, materials, installations etc. in the said Unit or any other ground whatsoever, and the Allottee(s) waives all rights and claims in relation to the same.
25. (a) If for force majeure reasons or for reasons beyond the control of the Company, the whole or part of the project is abandoned or abnormally delayed, no other claim will be preferred except that Allottee(s)'s money will be refunded on demand after compliance of certain formalities by the Allottee(s).
- (b) In case of any supervening event like acquisition or any other decision of the Government or Local Authorities, the company is unable to complete the development/ construction of the said Unit, the Allottee(s) shall remain obliged to make payment to the Company proportionate to the extent of the completion thereof and as may be certified by the Architect of the Company. The decision so made shall be final. However, the Allottee(s) shall be entitled to transfer of the right to receive the compensation (if any) of the Company from the Government in respect of the said Unit.
- (c) Allottee(s) further understands and agrees that timely completion of the Project is entirely dependent upon his/their timely payment of due amounts as per payment plan opted by him/them and in case of default in making payment of due amount within stipulated period, then the same shall not only hamper the overall progress of the Project, but will also be prejudicial to the interest of all Allottees of the units of the Project. If the Applicant(s) fails/ defaults in making payment of due amount within stipulated period then his allotment shall be put under

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abeyance/suspension and in case of additional discount payment plan, then the opted additional discount Payment Plan shall be automatically considered as time linked payment plan. In concurrence of the same the Company shall have right to re-allocate the provisional allotment of the said Unit which includes change in area and location such as floor, dimension, size etc. of the said Unit and or cancel the provisional allotment of the said Unit and forfeit the earnest money detailed in this Allotment Letter. Further in such case, without prejudice to other available rights, if Company opts to use its right to relocate the provisional allotment of the said Unit, as result thereof, if there is any change in dimension, size, location etc. of the said Unit, then the price towards increase/decrease of re-allotted Unit shall be dealt (paid/adjusted) in a manner detailed in the Payment Plan.

26. (a) The parties agree that, to the extent permitted by law, the rights and obligations of the Allottee(s) and the Company shall be subject to right of specific performance and may be specifically enforced against a defaulting party.
- (b) The company is authorized to raise loan by creating mortgage of the project from any financial institution and the Allottee(s) will have no objection in this regard. However, such mortgage, if created will get vacated before handing over possession of the said Unit to the Allottee(s).
- (c) The Allottee(s) 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 Company constructing or continuing with the construction of other Project Building(s) adjoining the Unit sold to the Unit Allottee(s).
- (d) The Allottee(s) agrees and authorizes the Company to make additions to or put up additional structures in/ upon the said project Building or additional Units and/ or structures anywhere in the said Project/ said Land as may be permitted by the competent authorities and such additional Units/ structures shall be the sole property of the Company, which the Company will be entitled to dispose off in any way it chooses without any interference on the part of the Allottee(s). The Allottee(s) agrees that the Company, 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(s) further agrees and undertakes that he shall after taking possession of the said Unit or at any time thereafter, not object to the Company constructing or continuing with the construction of the other building(s)/ blocks outside/ adjacent to the said project Building or inside the said Project/said Land or claim any compensation or withhold the payment of maintenance and other charges, as and when demanded by the Company, on the ground that the infrastructure required for the said Project is not yet complete. Any violation of this condition shall entitle the Company to seek remedies provided under this Allotment Letter in cases of breach, non payment, defaults etc.
- (e) After taking possession of the said Unit by the Allottee(s), if any addition or alteration in or about or relating to the said Unit are required to be carried out by the government or Local Authorities or in pursuance of any statutory requirement, the same shall be carried out by the Allottee(s) in co-operation with the other Allottee(s) in the said Project at its own cost and expenses and the Company shall not be in any manner liable or responsible for the same. Any alteration or addition in the said Unit shall be carried out by the Allottee(s) after getting the plans thereof sanctioned from the concerned authorities.
- (f) The Company may agree to permit, subject to the Allottee(s) having fulfilled all its obligations under this Allotment Letter, the Allottee(s) entry for carrying out interior works if such entry is desired by the Allottee(s) prior to the Date of Possession upon execution of a suitable Indemnity Bond, as required by the Company. However, such permission shall not be construed as or in no way entitle the Allottee(s) to have any right, interest or title of any nature whatsoever in respect of the said Unit. During this period the Allottee(s) undertakes to ensure that its interior work would supplement efforts of the Company to obtain necessary approvals for the occupation and use of the said Unit/Project from the concerned authorities. The Allottee(s) undertakes not to cause any damage to the other Units or said Project while completing the interior work of the said Unit and in the event any such damage is caused, the Allottee(s) further agrees to pay to the Company the costs of rectification thereof. The Allottee(s) further agrees to pay to the Company the actual cost of electricity, water and other direct expenses incurred by the Company during the period of interiors.
- (g) It is specifically made clear by the Company and understood by the Allottee(s) that the Company may impose certain restrictive guidelines/covenants or conditions regarding interior fit outs at the time of handing over of the said Unit for interior fit-outs and no Conveyance Deed or Deed of Apartment/Shop shall be executed in case of any breach of any of such guideline(s) issued for interior fit-outs.

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- or failure of the Allottee(s) to strictly adhere to such guideline(s). Notwithstanding anything contained elsewhere in this Allotment Letter, it is expressly understood and agreed between the parties that the instalments as stipulated in the Payment Plan as per Annexure – A () payable in respect of the said Unit shall continue unabated irrespective of whether the permission for carrying out interiors of the said Unit is granted by the Company.
- (h) The parties agree that, to the extent permitted by law, the rights and obligations of the Allottee(s) and the Company shall be subject to right of specific performance and may be specifically enforced against a defaulting party. The Allottee(s) understands and agrees that the Company may be carrying out extensive developmental/construction activities now and for many years in future in the entire area falling outside said Unit of the Building and that the Allottee(s) has confirmed that he/she shall not raise any objection or make any claims or withhold, refuse or delay the payment of installment/Operation/ Maintenance bills on account of inconvenience, if any, which may allege to be suffered by him/her due to such developmental/construction or its incidental/related activities. The Company, relying in good faith on this specific undertaking of Allottee(s) has agreed to sign this Allotment Letter in respect of the said Unit and this undertaking shall survive throughout the occupancy of the said Unit by the Allottee(s) his legal representatives, successors, administrators, executors, assigns etc. The Company shall have right, without any approval of any Allottee(s) in the said Project to make any alterations, additions, improvements or repairs whether structural or non-structural, interior or exterior, ordinary or extra ordinary in relation to any unsold Units within the said Project and the Allottee(s) agrees not to raise objections or make any claims on this account.
27. (a) Upon completion of the Project, the Company shall (subject to the whole of the consideration money and other charges/cost and dues being received) complete the Conveyance/Sale Deed of the Unit in favour of the Allottee(s) in such manner as may be permissible at the cost and expense of the Allottee(s) and on the terms and conditions of this allotment except those omitted by the Company as unnecessary and the terms and conditions, if any, imposed by the Authorities in this behalf.
- (b) The stamp duty, registration fee and other charges/cost for execution and registration of this allotment, Sale Deed/ Conveyance Deed or any other Deed with respect to the said Unit will be payable by the Allottee(s) within the time specified in call notice given by the Company to him. The Allottee(s) shall be fully responsible for paying any deficient stamp duty and other charges to the govt. authorities.
- (c) The Allottee(s) shall be entitled to possession of the Unit only after all the amounts payable under this Allotment Letter are paid and the Sale Deed/ Conveyance Deed in respect of the said Unit is executed and duly registered with the Sub-Registrar concerned.
28. (a) The Allottee(s) after taking possession of the said Unit shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Unit or for any non-compliance of designs, specifications, building material or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession by the Allottee(s) or his representative.
- (b) The Allottee(s) shall, after taking possession of the said Unit, be solely responsible to maintain the said Unit at his/ her own cost, in a good repairable condition and shall not do or suffer to be done anything in or to the said Project Building, or the said Unit, or the staircases, common passages, corridors, circulation areas or the compound which may be in violation of any Laws or Rules of any Authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto, in good tenable and proper condition and ensure that the support, shelter etc. of the said Project Building or pertaining to the Project Building in which the said Unit is located, is not in any way damaged or jeopardized. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the said Unit or place any heavy material in the common passages or staircase of the said Project Building. The Allottee(s) shall also not remove any wall, including load bearing wall of the said Unit. The walls shall always remain common between the said Unit and the Unit of other Allottee(s) of adjacent Unit. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Company. The non observance of the provisions of this clause shall entitle the Company or the maintenance agency, to enter the said Unit, if necessary and remove all non conforming fittings and fixtures at the cost and expense of the Allottee(s). The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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29. (a) The Company alone shall be entitled to obtain the refund of various securities deposited by it during construction of the Project with various Government/ Local Authorities for electric and sewer connection etc.
- (b) The common areas and facilities shall remain under the control of the Company 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 any maintenance agency. It is clearly understood and agreed by the Allottee(s) that he/she shall not claim any partition of the said land and/ or common areas/ facilities in the said Project.
- (c) The roof/terrace rights of the Unit shall remain with the Company unless allotted to Allottee(s) against consideration. The Allottee(s) shall have no objection if the Company gives on lease or hire any part of the top roof/terraces above the top floor for installation and operation of antenna, satellite dishes, communication towers, signage's etc.
- (d) No further construction/ modification is permissible to the Allottee(s) anywhere in the Unit including over the roof/ terrace of the said Unit and the Company or the Maintenance Agency shall always have the unrestricted right of access to the roof top/ terrace of the Building to repair/ renew/ install any pipe, drains, water tank, electrical fittings, etc. for the common use.
- (e) The common areas and facilities shall be maintained by the Company until the same are transferred/ assigned to any other body or association for maintenance.
30. (a) In order to provide necessary maintenance services the Company may, after offer of possession of the said Serviced Apartment/Shop to the Allottee(s), hand over the maintenance of the said Project to any Body corporate or an association (hereinafter referred to as "**Maintenance Agency**") upon compliance of necessary formalities by such Body Corporate/Association. The maintenance, upkeep, repairs, lighting, security etc. of the Project buildings including landscaping and common lawns, water bodies and other common areas of the Project will be undertaken by the Company or its nominated Maintenance Agency. The Allottee(s) agrees and consents to the said arrangements. The Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominated Maintenance Agency from time to time depending upon the maintenance cost.
- (b) The Allottee(s) agrees to pay to the Company interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Allottee(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. The Allottee(s) hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ Maintenance Agency in the said Project, whether the said Unit is physically occupied by the Allottee(s) or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Allottee(s) hereby authorizes the Company to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Unit and further the Allottee(s) hereby authorizes the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to the Company/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and hereby agrees that the Company/ Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, the Allottee(s) hereby agrees to pay maintenance charges in respect of the said Unit regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, the Allottee(s) shall pay maintenance charges along with interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle the Allottee(s) to the enjoyment of common services including electricity, water etc.
- (c) The Allottee(s) agrees to pay the said interest free Maintenance Security as per the schedule of payment given in this Allotment Letter. A separate Maintenance Agreement between the Allottee(s) and the Company or its appointed Maintenance Agency will be signed at a later date.
- (d) Subject to Clause (c) stated herein above, in case at any time, the Company hands over the Maintenance Services of the Project to the appointed Maintenance Agency/ Resident Welfare Association (RWA) of the Project, then the Company shall have the right to transfer the

For Tulsiani Infraventures Pvt. Ltd.

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Palacio Imperial White
The Solitaire Life
Shiny dreams. Shimmering luxury. Sparkling lifestyle.

- balance Advance Maintenance Charges after adjusting there from any outstanding maintenance bills and/ or other outgoings of the Allottee(s) to such Maintenance Agency/ Resident Welfare Association (RWA) or Shop Owners Association, as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Allottee(s) on account of the same. Further, if any concession/ discount in Common Area Maintenance Charges has been given by the Company to the Allottee(s), then such concession/ discount shall be subject to the timely payment of remaining Common Area Maintenance Charges by the Allottee(s) to the Company or to the nominated Maintenance Agency and only till the time the Company hands over the Maintenance Services of the said Tower/ Project to the Resident Welfare Association (RWA) or Shop Owners Association as the case may be.
- (e) The Company or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Unit, roof top, terrace, balconies etc. for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Allotment Letter including for connections/ disconnections of the electricity and water and/or for repairing/ changing wires, gutters, pipes, drains, part structure etc. In case of urgency or exigency situation like, fire, short-circuit, gas-leakage, etc. the Allottee(s) hereby authorizes the Company or Maintenance Agency and their representatives, employees etc. to break the locks, doors, windows etc. of the said Unit to enter into the said Unit in order to prevent any further damages/ losses to life/ property in the said or adjoining Units/ Building/ Project.
30. The said Residential Township Project shall always be known as "Palacio Imperial White-Serviced Apartments-Cum Shops, Lucknow," and this name shall never be changed by the Unit Allottee(s) or anybody else.
31. The Company shall have the first lien and charge on the said Unit in the event of the Allottee(s) parting with any interest therein for all its dues and/ or that may thereafter become due and payable by the Allottee(s) to the Company under this allotment.
32. (a) The terms and conditions contained herein shall be binding on the Occupier of the said Unit and default of the Occupier shall be treated as that of the Allottee(s), unless context requires otherwise.
- (b) That the Allottee(s) shall not at any time demolish the said Unit or any part thereof nor will at any time make or cause to be made any additions or alterations of whatever nature to the said Unit or any part thereof which may affect the other Units or common areas. The Allottee(s) shall not change the colour scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carry out any change in the exterior elevation or design.
- (c) That the Allottee(s) shall not make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse anywhere save and except at areas/places specifically earmarked for the purposes in the said Project.
- (d) It is clearly specified that the visitors/ guests/ relatives/ staff of the Allottee(s)/ occupants of the Units shall park their vehicles outside the Complex or at the space earmarked by the Company to avoid any inconvenience to the Allottee(s)/ Occupants of the other Units.
- (e) That the Allottee(s) further agrees that he shall not fix/ install the Air Conditioners/ Air Coolers or alike equipment at any place other than the spaces earmarked/ provided for in the said Unit and shall not design or project or open them in the inside passages, common areas or in the staircases. The Allottee(s) further ensures that no water drips from the said Air Conditioners/ Air Coolers or like equipment which causes inconvenience to other Allottees/ Occupants in the said Project.
- (f) Delay or indulgence by the Company in enforcing the terms of this allotment or any forbearance or giving time to Allottee(s) shall not be construed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this allotment by the Allottee(s) nor shall the same in any manner prejudice the rights of the Company.
- (g) That in case the Allottee(s) has availed loan facility for the purchase of the said Unit, he hereby covenants with the Company that after the execution and registration of Sale / Conveyance Deed regarding the said Unit, the original Sale/ Conveyance Deed shall be received by the Company on behalf of the Allottee(s) directly from the office of the concerned Registrar/ Sub-Registrar and shall be deposited with the concerned financier/ banker in accordance with the Banking Rules & Regulations.

For Tulsiani Infraventures Pvt. Ltd.

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33. If any provision of this allotment shall be determined to be void or unenforceable under any applicable law, such terms and conditions 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 applicable laws 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. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Allotment Letter, the terms and conditions contained in this Allotment Letter shall prevail and shall be binding on both the parties.
34. Any express or implied waiver by the Company of any default shall not constitute a waiver of any other default by the Allottee(s) or a waiver of any of the rights of Company. All original rights and powers of the Company under this Allotment Letter will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the Company, and the Company shall not be deemed to have waived any of its rights, or any provision of this Allotment Letter, or any notice given hereunder, unless such waiver be provided in writing by Company, and any waiver by the Company of any breach by the Allottee(s) of the Allotment Letter shall not be deemed a waiver of any continuing or recurring breach by the Allottee(s) of this Allotment Letter.
35. (a) The Allottee(s) shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his address. The address given in the application for allotment of said Unit shall be deemed to be the registered address of the Allottee(s) until the same is changed in the manner aforesaid.
(b) In case of joint Allottees, all communication shall be sent by the Company to the Allottee whose name appears first and at the address given by him and this shall for all purpose be considered as served on all the Allottees and no separate communication shall be necessary to the other named Allottees.
(c) All letters, receipts, and/or notices issued by the Company or its nominee and dispatched Under Certificate of Posting/ Regd. AD/ Speed Post/ Courier Service to the last address known to it of the Allottee(s) shall be sufficient proof of receipt of the same by the Allottee(s) and shall fully and effectually discharge the Company/ nominee.
36. 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(s) is a joint stock company, a firm, any other body corporate or organization or an association.
37. That if at any stage this document requires to be registered under any law or necessity, the Allottee(s) binds himself and agrees to have the same registered through the Company in his favour at his cost and expenses and keep the Company fully absolved and indemnified in this connection.
38. The terms and conditions contained 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. That the rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India.
39. This Allotment Letter supersedes any and all prior or previous understanding or agreement(s) or arrangement(s) between the parties, whether written or oral, in relation to such matters, and any and all such prior or previous understanding or agreement(s) or arrangement(s) between the parties stand rescinded and terminated and cancelled on the date of execution of this Allotment Letter and only this Allotment Letter shall govern the respective rights and obligations of the parties to this Allotment Letter.
40. All or any disputes 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 the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same

For Tulsiani Infraventures Pvt. Ltd.

Authorised Signatory

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shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Lucknow. The Courts at Lucknow alone shall have jurisdiction in all matters arising out of/touching and/or or in connection with this allotment.

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

Thanking you,
For Tulsiani Infraventures Pvt. Ltd.,

SIGNED, EXECUTED & DELIVERED BY:

I/We hereby accept the allotment on the terms and conditions as mentioned here in above.

For Tulsiani Infraventures Pvt. Ltd.

1. (_____)
.....Allottee

Authorized Signatory

2. (_____)
.....Allottee

WITNESSES:

1.

2.

Name

Name

Address

Address

.....

.....

For Tulsiani Infraventures Pvt. Ltd.

Authorised Signatory

ALLOTTEE(S)

ALLOTTEE(S)



ENDORSEMENT 2

I/We hereby assign all the rights and liabilities under this Agreement in favour of:

TRANSFEROR(S)

I/We hereby accept all the rights and liabilities under this Agreement assigned in my/our favour by:

TRANSFeree(S)

The above transfer is hereby confirmed.

For TULSIANI INFRAVENTURES PVT. LTD.

(AUTHORISED SIGNATORY)

Date.....



ENDORSEMENT 3

1. I/We hereby assign all the rights and liabilities under this Agreement in favour of:

I/We hereby accept all the rights and liabilities under this Agreement assigned in my/our favour by:

TRANSFEROR(S)

TRANSFeree(S)

The above transfer is hereby confirmed.

For TULSIANI INFRAVENTURES PVT. LTD.

(AUTHORISED SIGNATORY)

Date.....



ENDORSEMENT 4

1. I/We hereby assign all the rights and liabilities under this Agreement in favour of:

I/We hereby accept all the rights and liabilities under this Agreement assigned in my/our favour by:

TRANSFEROR(S)

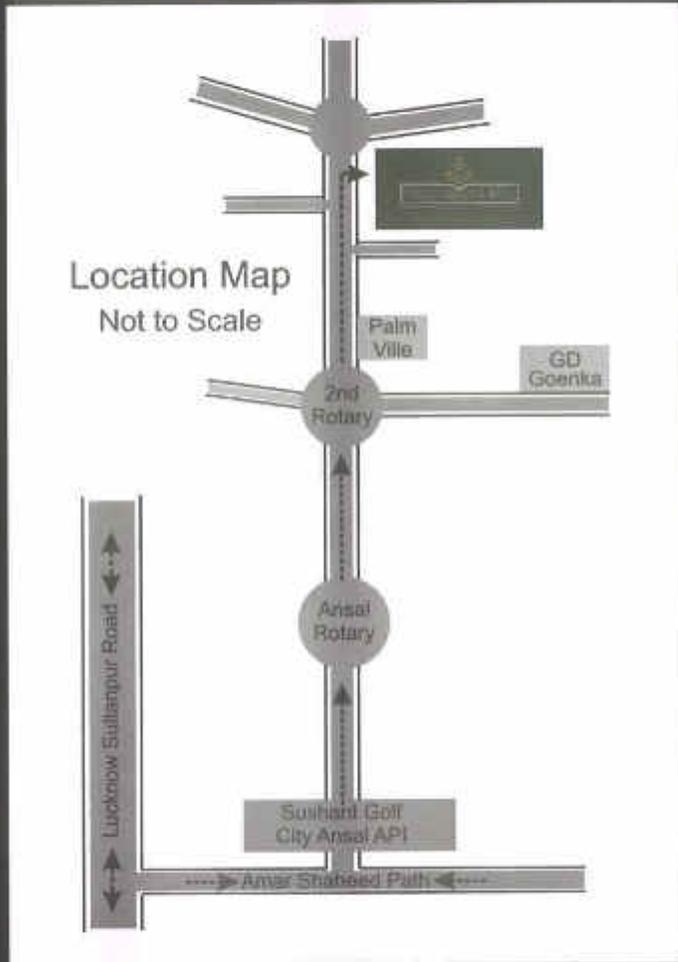
TRANSFeree(S)

The above transfer is hereby confirmed.

For TULSIANI INFRAVENTURES PVT. LTD.

(AUTHORISED SIGNATORY)

Date.....



TULSIANI INFRAVENTURES PVT. LTD.

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Site Office: Plot No.1, Sector B, CBD Area, Sushant Golf City, Lucknow. Phone: 09235509022, 07383800475

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