

ALLOTMENT LETTER CUM AGREEMENT TO SELL

To,

1. FIRST ALLOTTEE

Mr./Mrs./Ms.....

S/W/D/of

Permanent Address:

Correspondence Address:

Telephone: Mobile:

Fax:

E-mail:

Date of Birth.....

Date of Anniversary-----

Marital Status: Married Unmarried

Residential Status: Resident Non-Resident Foreign Nationals of Indian Origin Nationality:

PAN No: Aadhar Card No.:

Occupation/ Profession: Govt. Servant Self Employed Private Sector

Professional: Others:

Office Name: Designation:

Office Address:

Telephone: Mobile: Fax:

E-mail:

2. CO-ALLOTTEE

Mr./Mrs./Ms.....

S/W/D/of

Permanent Address:

Correspondence Address:

Telephone: Mobile:

Fax:

E-mail:

Date of Birth:

Date of Anniversary-----

Marital Status: Married Unmarried

Residential Status: Resident Non-Resident Foreign Nationals of Indian Origin

Nationality:

PAN No: Aadhar Card No.:

Occupation/ Profession: Govt. Servant Self Employed Private Sector

Professional: Others:

Office Name: Designation:

Office Address:

Telephone: Mobile: Fax:

E-mail:

OR

M/s a Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932, having its office at..... through its partner Mr./ Mrs./ Ms.

S/D/W/of authorized by a resolution dated.....

(copy of the resolution signed by all Partners required)

PAN/ TIN

Registration No.

OR

M/s..... a LLP registered under the provisions of LLP Act, 2008, having its registered office at through its Designated Partners or duly authorized signatory Mr./Mrs./Ms.....

S/D/W/of.....authorized by a Partners Resolution dated (Copy of Partners Resolution along with a certified copy of LLP Agreement required).

PAN/ TIN

Registration No.

OR

M/s..... a Company registered under the provisions of the Companies Act, 1956/2013 having its registered office at through its Director or duly authorized signatory Mr./Mrs./Ms.....

S/D/W/of.....au thorized by a Board Resolution dated (Copy of Board Resolution along with a certified copy of Memorandum & Articles of Association required) PAN/ No. Registration No.

OR

Name of HUF _____ Name of Karta _____ Son of _____

Nationality _____

Residential Status: Resident Non-Resident Person of Indian Origin

Permanent Address

Mailing/Communication Address

Pan No. of Karta _____

Pan No. of HUF _____

Aadhar No. of Karta _____

Passport No./Driving License_____

E-mail _____

Telephone No. _____

Mobile No. _____

3. PARTICULARS/DETAILS OF UNIT/ PLOT

PLOT/ UNIT TYPE - _____

1. Plot No. 2. Block.....

3. Area Sq.Mtr and Sq.Ft (.....)

4. TOTAL COST OF UNIT:

- Basic Selling Price: Rs.
- All other charges: Rs.

5. PAYMENT PLAN

(As enclosed in Annexure A)

5. MODE OF PAYMENT

Self Loan

6. I/We require electrical connection for _____ KVS (Minimum ____KVA)

In case of cancellation of the Plot, Refund is to be made to: (Please note the details of account mentioned should be same from where the payment has been made

Beneficiary Name:

Bank Name

Branch.....

Beneficiary Account No.

IFSC Code

Subject: **Provisional Allotment of Plot/Unit bearing no. ____ in [Project Name] situated at Plot No. TS – 01, Sector 22A, Scheme Code LESSOR-RT-02, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, admeasuring 400000 Sq. Mtrs., (as per lease plan 392474 Sq. Mtrs.), and 4,04,860.60 sq.mts. (as per Sanction Plan).**

Dear Sir/Madam,

In response to your application dated [____], M/s Three C Homes Private Limited, a Company duly incorporated under the CIN No [redacted] and having its Office at C-23, Greater Kailash Enclave Part- I, New Delhi-110048 through its Authorized Signatory Mr. [redacted] duly authorized by the Board of Directors vide Board Resolution dated [redacted] (hereinafter referred to as the ‘Company’ which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors and assignees) hereby subject to the terms and conditions mentioned hereinafter, provisionally allot to you Plot/Unit No. [redacted] admeasuring [redacted] Sq. Ft. (.....Sq. Mtr. approx.), as per specifications attached herewith, in the Project known as ‘[redacted]’ for a Total Cost of Rs. [redacted] only payable as per Payment Plan annexed herewith. The said rates are exclusive of certain charges which are clearly mentioned in the Allotment Letter cum Agreement.

Note: 1 Sq. Mtr =10.764 Sq. Ft.

Please note that this allotment is further subject to you paying the requisite stamp duty, registration charges, advocate fee and registering the Sub-Lease Deed as and when called upon by us, failing which, we at our sole discretion reserve our right to cancel this Allotment Letter and forfeit the amounts as per the terms mentioned in this Allotment Letter.

INTERPRETATION OF SOME INDICATIVE TERMS

Definitions:

- a) “**Act**” shall mean the Real Estate (Regulation and Development) Act, 2016;
- b) “**Approved Plan**” or “**Master Plan**” shall mean and include the layouts and plans duly approved and sanctioned by competent authority in favour of the Company on the basis of which said Project is being developed along with any/all variations/amendments / changes to be made by the Company as per the Applicable Laws and provisions of the Act, rules and regulations thereon;
- c) “**Authority**” shall mean the Uttar Pradesh Real Estate Regulatory Authority;
- d) “**Allotment Letter cum Agreement to Sell**” shall mean confirmation of booking of Plot/Unit by the Company and an agreement over a prescribed standard format of Company which is duly executed by and between the Company and Allottee(s).
- e) “**Allottee(s)**” shall mean those who have accepted and signed the Allotment Letter over a standard format of the Company, thereafter, a particular Plot/Unit has been reserved for that particular Allottee(s) and the Allottee(s) has agreed to abide by all the terms and conditions till the time an indenture of conveyance/Sub-Lease Deed has been executed. In case of more than one Allottee, the others will be considered as Co- Allottee(s) and Allottee and the Co-Allottee(s) will have an equal share in the Unit/Plot unless otherwise specifically provided;
- f) “**Application (Booking Application)**” shall mean a request for allotment of Plot/Unit made by the Allottee on a standard format namely, Application Form of the Company;

g) “**Booking Amount**” shall mean and include the amount paid with the Booking Application Form and/or vide instalments, as the case may be, by the Allottee, to the extent of Ten Percent (10%) of the Total Cost of the Plot/Unit. The Booking amount is also referred as earnest Money or Registration Charges;

h) “**Total Cost of Unit**” or “**Total Sale Price**” or “**Total Consideration**” shall mean the total consideration amount of a particular Plot/Unit duly agreed between the Company and the Allottee(s). Applicable taxes are not a part of the consideration/cost of the Plot;

i) “**Force Majeure**” shall mean any event or combination of event or circumstances beyond the control of the Company which cannot by the exercise of reasonable diligence or despite the adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented and which adversely affects the Company’s ability to perform obligations under which shall include but not be limited to:

- Acts of God i.e., landslide, fire, drought, flood, earthquake, epidemics, natural disasters, pandemic etc.;
- War and hostilities of war, flood, drought, fire, cyclone, storm, earthquake or any other calamity caused by nature affecting the regular development of the Project, Explosions or accidents, air crashes, civil commotion, riot, crowd disorder, labor unrest, invasion and terrorism;
- Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority;
- The promulgation of or amendment in any law, regulations rule or regulation or the issue of any injunction, court order or direction from any governmental or statutory authority that prevents or restricts the Company from complying with any or all the terms and conditions as agreed in this Agreement including issuance of any notice, order, rule or notification of the government and/or any other public or competent authority or sanctioning authorities or of the court or otherwise or for any reason beyond the control of the Company whereby the work of construction is stayed or stalled;
- Any change in applicable laws adversely affecting the development of the Building/Plot/Unit/said Project;
- Other cause beyond the reasonable control of the Company or its agent or not directly attributable to any willful act or omission of the Company and or any other unforeseen circumstances which may prevent, restrict, interrupt or interfere with or delay the construction of the Project including the said Unit/Plot;

j) “**Interest Rate**” shall mean the rate of interest payable by the Company to the Allottee or by the Allottee to the Company, as the case may be shall be one year State Bank of India Highest Marginal Cost Lending Rate plus one percent or such other rate as may be applicable from time to time as per the Act and Rules;

k) “**Company/Developer/Promoter**” shall mean M/s Three C Homes Private Limited.

l) “**Maintenance Agency**” shall mean a LLP, firm, or body or such other persons as may be appointed by the Company or the Association of Allottee(s) for the purpose of maintenance of the said Project;

m) “**Maintenance Charges**” shall mean the charges payable by Allottee(s) to the Maintenance Agency (in accordance with the demand raised by the Maintenance Agency) for the maintenance and upkeep of the said Project as per the maintenance agreement with the Company or with the Maintenance Agency, as the case may be;

- n) “**Occupancy Certificate**” shall mean the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of the ‘_____’, i.e. the Project (as a whole), as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;
- o) “**Project**” shall mean ‘_____’, being developed on Plot No. TS – 01, Sector 22A, Scheme Code LESSOR-RT-02, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, admeasuring 400000 Sq. Mtrs. (as per lease plan 392474 Sq. Mtrs), and 4,04,860.60 sq.mts. (as per Sanction Plan). along with, Common Areas and Facilities and all that is constructed/ to be constructed with alterations as per the applicable laws on Project Land;
- p) “**Project Land**” shall mean Plot No. TS – 01, Sector 22A, Scheme Code LESSOR-RT-02, Yamuna Expressway Industrial Development Area, Gautam Buddh Nagar, Uttar Pradesh, admeasuring 400000 sq. mtrs. (as per lease plan 392474 Sq. Mtrs.), and 4,04,860.60 sq.mts. (as per Sanction Plan).

WHERAS:

- a) The Company is the absolute and lawful lessee of land totally admeasuring 400000 sq. mtrs. (as per lease plan 392474 square meters), and 4,04,860.60 sq.mts. (as per Sanction Plan). (“**Project Land**”) situated at Plot No. TS- 01, Sector 22A, Scheme Code LESSOR-RT-02, Gautam Budh Nagar, Uttar Pradesh, vide Lease Deed dated 10.06.2011 registered in the Office of Sub-Registrar Gautam Buddh Nagar as document no. 10287.
- b) The Project Land is earmarked for the purpose of construction/ development of residential, commercial, institutional plots/ units and facilities of various sizes and dimensions.
- c) The Allottee(s) of the Plot/Unit herein, after seeing and examining the Master Plan (i.e. the plans obtained by the Company for the Project as a whole) and other necessary documents and deeds, has fully acquainted and satisfied himself/itself with the title of the Company over the Project Land, and as to the Company’s lawful right to develop the said Project thereon, and further to sell the Plot/Unit in the said Project, and having fully understood all limitations and obligations of the Company, has applied to the Company to purchase a Unit/Plot in the Project, and the Company has agreed to allot/sell the same to the Allottee(s) on the terms mutually agreed and as recorded hereinafter.
- d) The Allottee(s) fully acknowledges and understands that the Company will be developing the entire Project Land comprising of various developments, including but not limited to residential, commercial, institutions plots/ units and other facilities as well. The Allottee(s) after having understood every aspect of the Project, is making the decision to apply for a Plot/ Unit in the Project, which would mean that, in case the allotment is made by the Company and a Conveyance Deed is executed between the Parties, the Allottee(s) shall have a right solely over the Plot/ Unit as applied under the Application Form and allotted under this Allotment Letter. The Allottee(s) shall neither have any right over any other part of the Project, nor shall the Allottee(s) hinder/ object/ raise an issue/ cause trouble/ dispute the construction/ development of any kind/ nature in the remaining parts of the Project.
- e) The Allottee(s) has applied for allotment/ purchase of a Plot/Unit in the above-mentioned Project with full knowledge and after doing its own due diligence about the Project.
- f) The Allottee(s) has also understood that the development, facilities and amenities and their earmarked uses as may be modified / amended by the Company in accordance with the approvals received / to be received from YEIDA and other competent authorities, at any stage, as per the applicable laws, to

which the Allottee(s) shall have no objection (subject to applicable statutory provisions) and such changes / modifications shall be binding on both the parties.

g) After being fully satisfied, the Allottee(s) has applied for allotment of the Plot/Unit in the aforesaid Project.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and Agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. DESCRIPTION OF THE PLOT/UNIT:

1.1 That the Company hereby allots Plot/Unit bearing no. _____, admeasuring _____ Sq. Mtrs., situated in the Project ‘_____’ developed by the Company situated at Plot No. TS- 01, Sector 22A, Scheme Code LESSOR-RT-02, Yamuna Expressway Industrial Development Area, Gautam Budh Nagar, Uttar Pradesh.

1.2 That the said Project shall always be known as ‘_____’ or such other name as may be decided by the Company and the name of the Project shall never be changed by the Allottee(s) /association of Allottee(s) or anybody else.

2. TERMS OF PAYMENT:

2.1 The Payment Plan once opted by the Allottee(s) shall not be allowed to change.

2.2 The Total Cost of the Unit and other charges have been finalized between the Company and the Allottee(s) and instalments of payment will run as per the Payment Plan annexed herewith. The Allottee(s) shall be bound to make timely payments as per the payment plan and in case of default, interest will accrue upon the delayed payment.

2.3 While calculating the Total Price of the Said Plot/Unit, the Company has not taken into account the External Development Charges (“EDC”) and Infrastructure Development Charges (“IDC”), and other charges including but not limited to Infrastructure Augmentation Charges (“IAC”) as levied by the Government of Uttar Pradesh and the Allottee(s) accordingly agree(s) to pay to the Company EDC, IDC and IAC and all increases thereof as may be levied by the relevant government authority from time to time and as and when demanded by the Company. It is also made clear to the Allottee(s) that all such levies/ increases may be levied by the government authority with prospective or retrospective effective from the date of licence(s) of the Project. The Company makes it clear that if it is required to pay such levies, EDC, IDC, IAC, interest and other charge etc.; in such prospective /retrospective manner from the date of licence(s), then the Company shall demand, and the Allottee(s) undertake(s) to pay the same proportionately in the manner in which the area of the Plot bears to the total area of the Project as calculated by the Company. It is made abundantly clear that all EDC, IDC, IAC etc., are solely to the account of the Allottee(s) and the Company shall have no liability in this regard. Further it is made known to the Allottee(s) that the relevant government authority may also levy other charges at any stage including on the completion of the Project or thereafter the demand for which will be raised by the Company and the Allottee(s) undertake(s) to pay the same on demand to the Company. Apart from the above demand as stated, for the sake of clarity, it is emphasized and understood by the Allottee(s) that there could be future levies/ increases in EDC and IDC/IAC during the occupation of the Plot and the same shall be charged and the Allottee(s) agree(s) to be liable and pay all such future levies/ increases as and when demanded by the Company and this undertaking by the Allottee(s) shall always survive the conveyance of the Plot/Unit in favour of the Allottee(s). The Allottee(s) has/have agreed that having understood this position the Allottee(s) undertake(s) not

to default on the payment of such prospective/ retrospective increases in EDC/IDC/IAC as and when demanded by the Company. The Allottee(s) specifically recognize(s) that such demand when made will constitute unpaid total cost of the Unit and agree(s) that even if such levies are demanded by the Company after the sale deed is executed in favour of the Allottee(s), the Company shall have lien on the Plot/Unit to the extent of such unpaid total cost of the Unit and the Allottee(s) hereby confirm(s) that the Allottee(s) would not object and agree(s) to cooperate if the Company resumes the possession and ownership of the Plot and / or take all legal measures to recover such unpaid total cost of the Unit upon the Allottee(s) defaulting on such payment.

- 2.4 For all intents and purposes, it is clarified that 10% of the Total Cost of Unit/Plot shall be deemed as Booking Amount/Registration amount/Earnest Money for the Unit/Plot. The schedule of instalments as per the Payment Plan annexed herewith shall be final and binding over the Allottee and in case of any failure to adhere to the same, the Allotment shall stand automatically cancelled and the Booking Amount/Registration Amount/Earnest Money shall be forfeited by the Company.
- 2.5 All over-due payments from the Allottees (if any) shall attract Interest Rate as per SBI MCLR 1 Year +1% as prescribed under the Act from the date they fall due till the date of receipt of payment.
- 2.6 That no separate letter for payment of instalments on the due dates will be issued. It will be obligatory on the part of the Allottee(s) to make the payment on or before the due dates as per the opted payment plan. If any instalments as per payment schedule is not paid within due date, the Company will charge interest on the delayed payment from the due date for the period of delay. Further, if the payment remains in arrears for more than **45 days** from the due date for such payment or two consecutive demands whichever is earlier, then allotment shall automatically stand cancelled at the sole discretion of the Company and the amount deposited by the Allottee as earnest money, i.e., 10% of the Total Cost of Unit/ Plot will stand forfeited, and after deduction of over dues interest amounts received from finance companies/banks against the said allotment and brokerage charges or any other charges, the balance amount, if any, shall be refundable without interest after 30 days of cancellation of allotment. However, the Company may at its sole discretion, condone the delay in payment exceeding 45 days by charging interest and restore the allotment in case the allotted Unit/ Plot has not been allotted to someone else. Alternative Plot/ Unit, if available may also be offered in lieu but the Company is not bound to do so.

Note: Timely payment being the essence of the booking, any delay in payment due to any reason whatsoever, may it be sanction of loan from bank or any other reason, shall be the sole responsibility of the Allottee(s).

- 2.7 That in case the cost/ value of the Unit/Plot booked/allotted is Rs.50,00,000/- (Rupees Fifty Lakh only) or more; in such a case each and every payment made or to be made by such Allottee in whatever mode or manner and whether in lump sum or by way of instalments or in tranches; shall be liable to a deduction of 1% of such payment as Tax Deduction at Source (TDS) by such Allottee and the total amount of TDS so deducted shall be deposited by such Allottee to the credit of the Central Govt. The same is being necessitated as it has been mandated through an amendment in the Income Tax Act, 1961, by insertion of a new Sec 194-IA & notified by CBDT vide Notification No.S.O.1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that the every buyer/customer is liable to deduct TDS @ 1% out of the instalment which is to be paid to the Builder/Company/Seller in case the value of the property so purchased is Rs.50,00,000 or more; and has to deposit that TDS amount to the credit of the Central Govt. The credit of the same shall be reflected in the accounts of the said Allottee once he/ she submits the proof of payment of "TDS on purchase of property" and the buyer/customer/Allottee shall issue to the Builder/ Company/Seller a TDS Certificate in Form-16B. Considering the same, it is mandatory

for the Allottee to have a valid Permanent Account Number (PAN). Further, the deduction of TDS shall be applicable on circle value of unit or sales consideration of Unit/Plot whichever is more. For further details Allottee may visit "www.incometaxindia.gov.in". Allottee is further requested to mention the address of the Company on the challan for payment of "TDS on purchase of property" address of the Company.

2.8 That in the event of any increase in the lease rent, and/ or any new rent liability on the Company by the Government or any other statutory authority, the same shall be payable by the Allottee(s) on pro rata basis, as and when demanded. It is also made clear to the Allottee(s) that all such levies/ increases may be levied by the government authority with prospective or retrospective effective from the date of licence(s) of the Project. The Company makes it clear that if it is required to pay such levies, interest and other charge etc.; in such prospective /retrospective manner from the date of licence(s), then the Company shall demand, and the Allottee(s) undertake(s) to pay the same proportionately in the manner in which the area of the Plot bears to the total area of the Project as calculated by the Company.

2.9 This undertaking by the Allottee(s) shall always survive the conveyance of the Plot/Unit in favour of the Allottee(s). The Allottee(s) specifically recognize(s) that such demand when made will constitute Total Cost of the Unit/Plot and agree(s) that even if such levies are demanded by the Company after the sale deed is executed in favour of the Allottee(s), the Company shall have lien on the Plot/Unit to the extent of such unpaid Total Cost and the Allottee(s) hereby confirm(s) that the Allottee(s) would not object and agree(s) to cooperate if the Company resumes the possession and ownership of the Plot and / or take all legal measures to recover such unpaid Total Cost upon the Allottee(s) defaulting on such payment.

2.10 That in the event of any further increase and/or any fresh tax, service tax, trade tax/sales tax, VAT, Cess, metro cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Allottee(s) on pro rata basis, as and when demanded. Any charges on account of external electrification as demanded by any competent authority shall also be additionally payable by the Allottee(s). Further, the water and sewerage connection charges shall be payable by the Allottee(s) in addition to Unit/Plot cost and other charges as demanded by competent authority.

2.11 That in case, the Allottee(s) makes any payment to any person/entity, except to M/s Three C Homes Private Limited, against the booked Unit/Plot, then the Allottee(s) will be solely responsible & liable for the said payment and such payment shall not be deemed to be the payment made towards the payment of the said Unit/Plot. The mode of payment to be made to Company shall be NET BANKING / RTGS/ NEFT / ACCOUNT PAYEE CHEQUE / ACCOUNT PAYEE DRAFT drawn in favor of M/s Three C Homes Private Limited, Account No. _____, Bank Name _____, IFSC Code _____, payable at _____.

3. CONSTRUCTION AND MAINTENANCE OF THE PLOT/UNIT:

3.1 The sanction layout plan of the Project ' _____ ' is having duly nomenclature plots of various sizes and shapes. No bifurcation of Plot shall be permitted.

3.2 The Company has informed the Allottee(s) that the Company and/or its nominees/assigns/purchasers shall be carrying out extensive development/construction activities, on the entire area falling within the Project. The Allottee(s) agrees that it shall not have a right to

raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by the Allottee(s) due to such development/construction activities or incidental/related activities.

3.3 The main interest in the common areas and facilities of the Allottee(s) shall be confined up to the particular Project wherein the Plot is situated. The upkeep and maintenance of the Project will be carried out by the Company or its nominee, the Allottee(s) shall be liable to pay maintenance charges of the Project to the Company or the Maintenance Agency, as the case maybe.

3.4 As there are many plots in the said Project and services & facilities in the Project, therefore various other agreements like maintenance agreement may be executed between the Parties.

3.5 That the Allottee(s) will obtain approval of the building plans of the Plot by themselves from YEIDA and all charges relating to the sanction of building plans will be borne by them, the construction can be started only after obtaining the approvals from YEIDA. During the construction, the Allottee(s) will not damage the common area such as roads, parks, sewer, water lines etc. In case of any damage, the Allottee(s) will bear the charges for the repair/reinstallation.

3.6 That due to any change in layout made by the Company/State Government/YEIDA or any other local authority/body having jurisdiction, resulting variation in the area of the Plot:

- a) In case of increase in the area of the Plot/Unit, the Allottee(s) has to pay the consideration for the increased area at per square metre rate as specified in the Application Form/Allotment Letter of the Plot/Unit.
- b) In case of decrease in the area of the Plot/Unit, the amount will be refunded in accordance with per square metre rate as specified in the Application Form/Allotment Letter of the Plot/Unit.
- c) In case the Allottee(s) does not want to accept the change in area of the Plot, the amount received from him/her/them will be refunded without any interest thereon/deduction therefrom.

3.7 The Allottee(s) undertakes to store the construction material within the Plot boundaries with proper barricading and to cover the under-construction building with green clothing so that debris can be contained and air pollution can be contained. The Allottee(s) shall take all safety measures for the construction of the building over the Plot. The Allottee(s) shall secure/obtain the temporary power connection for construction at his/her/their own resources and cost.

3.8 That the Allottee(s) shall not have any right towards any construction of any type/nature, gardening, parking etc. in the open space in front of his/her Plot/Unit or any other part of the Project. The vehicles will be parked only inside Plot/Unit.

3.9 The maintenance charges shall commence from the date of execution and registration of sub-lease deed in favor of the Allottee(s). The maintenance charges shall be applicable and payable by the Allottee(s) even if he/she/they do not take the possession.

3.10 That the layout plan of the entire Project as drawn by the Company is tentative and is subject to change. If deemed necessary by the Company and in strict compliance with Section 14 of the Uttar Pradesh Real Estate Regulation Act, 2016 as amended and other applicable laws or as may be required by the regulatory authorities, the Company may make suitable alterations in the layout plan and area of the Project. In regard to all such changes either at the instance of the regulatory authorities or otherwise, decision of the Company, shall be final and binding on the Allottee(s).

- 3.11 That the Allottee(s) and his family members have the right to visit and inspect the premises of the Unit/Plot during the course of construction once in 3 (three) months and after seeking prior written consent from the Company. During the course of such inspection, the Company shall not be held liable for any loss/ damages/hurt or any other expenses caused due to such visit by the Allottee(s) or his family members accompanying him, if any, on account of any accident that may occur at the time of inspection during the constructions or after constructions.
- 3.12 The Allottee(s) agrees that the development of the Project is subject to Force Majeure conditions.
- 3.13 The Company will endeavour to complete the Project on or before [______]. In case of delay beyond the present RERA completion date of [_____] which is not due to reason explained in clause no. 3.12 above, the Company agrees to pay a delay penal interest @ the rate equal to MCLR (Margin Cost of landing rate) on loan of SBI +1% for a period exceeding to the present Project completion date and such extension as the Company may seek in future from UP RERA due to force majeure conditions as mentioned under clause 3.12 here above, to the Allottee(s). The said delay penalty is subject to the fact that the Allottee(s) has made payment of all the instalments towards the Total Cost of the Unit amount of the said Unit/Plot to the Company in time and without making any delay.

4. HOLDING/WAITING PERIOD:

The holding and waiting period of Unit/Plot shall have a maximum limit of 6 months where the Allottee(s)/Allottees do not proceed for possession, i.e., the Sub-Lease Deed of the Plot/Unit remains pending at the end of the Allottee(s)/Allottee(s), even when the entire cost has been paid, the said booking/allotment shall be treated as cancelled and no other claim except to refund of amount without any interest shall be entitled and entertained.

Note: For all cases of refund, the amount deposited as applicable taxes and delayed period interest shall not be refundable and cannot be claimed from the Company.

5. TRANSFER/CHANGE OF NOMINEE:

- 5.1 That the Allottee(s) shall not be entitled to get the name of his/her/their nominee(s) substituted in his/her/their place without the prior approval of the Company, who may in its sole discretion permit the same on such terms as it may deem fit.
- 5.2 That it will be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sale/sub lease along with due incorporation of the particulars of the subsequent transferee(s) with the Company and the said NOC will be issued by the Company upon payment of administrative charges at Rs. [_____] per square metre of the total area plus applicable taxes.

6. PROVISIONS OF THIS ALLOTMENT LETTER CUM AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:

- 6.1 That the Allottee & Co-Allottee (if any) will have equal share in the Unit/Plot and in case of death of any of them, the booking will continue only after providing a Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the concerned bank, in case a loan has been availed. Similarly, in a divorce case or where a dispute arises between the Allottees, the booking will continue only after providing consent in writing by both the Allottees and No Objection Certificate from the concerned bank, if a loan has been

availed. The interest over the delayed payment shall be charged and the dispute whatsoever stated above shall not have any effect to the same. In all the above said circumstances there will be a time limit of maximum up to [REDACTED] days and thereafter the Company can cancel the said booking/allotment and the Allottee shall have no claim or right whatsoever except to claim for the refunds of the amounts as deposited, and in such cancelation, there will be a deduction of 10% of the Total Cost of the Unit/Plot and after deduction of over dues interest amounts received from finance companies/banks against the said allotment/booking and brokerage charges or any other charges, the balance amount, if any, shall be refundable without interest after 30 days of cancellation of allotment.. For the refund in said cases as stated above, consent of both the Allotees shall be necessary otherwise the amount shall be refunded in equal share between all the Allotees.

6.2 That in case the Allottee(s) desires transfer of allotment/ownership of Unit/Plot, before registration/possession, a transfer fee as prevailing at the time of desired transfer shall be payable by the Allottee(s). However, first transfer request will be entertained after receipt of [REDACTED] % of the Total Cost of the said Unit/Plot. Inclusion of name of spouse as Co-Allottee shall be free of any charges but administration charges shall be payable, as decided by the Company from time to time. In case of others the Company shall impose the transfer charges plus GST applicable upon same and same shall be payable at the time of transfer. The rate of such transfer shall be decided by the Company from time to time.

7. CANCELLATION/SURRENDER:

7.1 That the final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject the provisional Allotment without assigning any reason thereof. In case of rejection of provisional Allotment, the registration amount/earnest money/booking amount paid by the Allottee(s) shall be refunded to the Allottee(s) without interest.

7.2 In case, the Allottee(s) cancel/surrender the booking/allotment of the Plot/Unit at any stage due to any reason whatsoever, then 10% of the Total Cost of the Unit/Plot shall be forfeited, and after deduction of over dues interest amounts received from finance companies/banks against the said allotment/booking and brokerage charges or any other charges, the balance amount, if any, shall be refundable without interest after 30 days of cancellation of allotment.

7.3 That the Company may restore the cancelled Plot/Unit in its sole discretion after receiving 10% of the Total Cost of the Plot/Unit as restoration charges plus taxes. The said restoration charges shall be calculated at the prevailing rates at the time of restoration.

8. REISSUANCE:

8.1 In case, the original Application Form/ Allotment Letter is lost by the Allottee(s) and a request is made by the Allottee(s) for the reissuance of the Application Form/ Allotment Letter, the Company has the sole right to reissue or reject the reissuance. Reissuance every time shall be subject to the submission of necessary declarations as required by the Company, an administrative charge of Rs. [REDACTED] plus applicable taxes shall be levied by the Company and payable by the Allottee(s).

9. THE ALLOTTEE(S) HEREBY REPRESENTS AND WARRANTS TO THE COMPANY THAT:

9.1 Allottee(s) has applied for allotment of a Unit/Plot in the abovesaid Project being developed by the Company.

9.2 The Allottee(s) shall sign all the pages of this Allotment as token of his/her acceptance of the terms and conditions stipulated herein.

9.3 For all intents and purposes, it is clarified that 10% of the Total Cost of Unit/Plot shall be deemed as Booking Amount/Registration amount/Earnest Money for the Unit/Plot. The schedule of instalments as opted in the Payment Plan annexed herewith shall be final and binding over the Allottee and in case of any failure to adhere to the same, the Allotment shall stand automatically cancelled and the Booking Amount/Registration Amount/Earnest Money shall be forfeited by the Company.

9.4 The Allottee(s) has/have satisfied himself/ herself that M/s Three C Homes Private Limited is developing the Project namely _____ on land parcel admeasuring 392474 Sq. Mt. situated at TS- 01, Sector 22A, Scheme Code LESSOR-RT-02, Yamuna Expressway Industrial Development Area, Gautam Budh Nagar, Uttar Pradesh and is sufficiently entitled to develop, sell and deal with the said Project developed on the Project Land. YEIDA has authorized the Company to develop the said Project on the Project Land and to sell, market, deal, negotiate, sign and execute Agreement, Sub-Lease Deed etc. with the Allottee(s)/ prospective purchasers/ buyers at the rates and terms and conditions to be determined at its sole discretion and also to receive all payments and issue receipts thereof. That all the terms and conditions of Lease Deed executed by YEIDA in favor of the Company for the above Project Land shall also be applicable to the intending Allottee(s).

9.5 The Allottee(s) acknowledges and confirms that the Plot is being purchased for his/her/their sole and exclusive benefit and no other person/entity has any hidden future benefit, direct or indirect, with regards to the applied Plot, under any circumstances. The Allottee(s) represents that the present transaction is and shall remain in compliance with the provisions of the Benami Transactions (Prohibition) Act, 1988 as amended from time to time, and the Allottee(s) agrees to hold the Company fully indemnified in this regard.

9.6 The Allottee(s) clearly and unequivocally understand(s) that any rights and entitlement shall accrue only when the allotment is made by the Company in his/her/their favor and the necessary agreements to sell/sub-lease are signed and all its terms and conditions are duly complied with UP RERA ACT, 2016.

9.7 That the Allottee(s) shall not have any right to interfere in the manner of booking, operation and finalization of sale of units/plots etc. or in the operation and management including, but not limited to creation of further rights in favor of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to Government, semi-government, any other authority body, any person, institutions, trust and or any local bodies which the Company may deem fit in its sole discretion. The Allottee's right shall be restricted to its allotted Unit/Plot only.

9.8 That the Allottee(s) has to construct minimum one dwelling unit over the Plot/Unit and obtain the final completion certificate from the YEIDA regarding the same, within 5 years from the date of execution of the Sub-Lease Deed, failing which _____% of the Total Cost of the Plot/Unit can be imposed by the Company and same shall be payable by the Allottee(s) to the Company.

9.9 That until a Sub-Lease Deed is executed and registered, the Company shall continue to be the owner of the Plot/Unit. This allotment shall not give any Allottee(s) any right or title or interest even though all payments have been received by the Company. The Company shall have the first

lien and charge on the Plot for all the dues that may become due and payable by the Allottee(s) to the Company.

9.10 That the Allottee(s) undertakes to use the said Unit/Plot for specific purposes only which are permissible under the law. The Allottee(s) shall, therefore, not use the said Unit/Plot herein for any illegal or immoral purpose and shall not use it so as to cause nuisance, annoyance or risk to the Company and other owners/occupants of the Units/Plots in the Project. The Allottee(s) undertakes to put to use the said Unit/Plot exclusively for use only which are permissible under the law and he shall not use the said Unit/Plot for any other purpose which may create nuisance and shall not stock goods outside the said Unit/Plot or carry out any activity which is injurious or which is prohibited by the State or Central Government.

9.11 The Allottee(s) agrees and acknowledges that the Total Sale Price/consideration/Total Cost of the Unit/Plot applied for is fair and acceptable to the Allottee(s). The Allottee(s) further agrees and acknowledges that a similar Unit may be/have been allotted/sub-leased/conveyed by the Company at a different price/consideration, the Allottee(s) shall not raise any objection or claim in this regard.

9.12 That on completion of the said Unit/Plot and receipt of full consideration amount along with other charges (if any) payable by the Allottee(s), a Tripartite Sub-Lease Deed shall be executed in favor of the Allottee(s) in the format approved by the YEIDA and the Company. All expenses towards execution of the said Sub-Lease Deed i.e. cost of stamp duty for registration of Sub-Lease Deed/Transfer Deed, registration charges/fees, miscellaneous expenses and advocates legal fees/charges etc. shall be borne and paid by the Allottee(s), the Allottee(s) will be responsible and liable to pay the deficiency in stamp duty/penalty/interest on such documents as per the Stamp Act. Any stamp duty and deficiency, if imposed by the Govt. on the Allotment Letter, Agreement for Maintenance, etc. shall be payable by the Allottee(s).

9.13 That it shall be the responsibility of Allottee(s) to inform the Company by Regd. A.D. Letter or Courier about subsequent change(s) in the address, otherwise the address given in the Application Form will be used for all correspondences, demands, letters/notices (if any changes in the address have not been intimated) and it would be deemed to have been receiving by the Allottee(s) and the Company shall not be responsible for any default.

9.14 That all taxes such as House Tax, Water Tax, Sewage Tax or any other taxes or charges shall be payable by the Allottee(s)/Allottee(s) of the Plot from the date of possession, i.e., from the date of execution of Sub-Lease Deed.

9.15 That in case of an NRI Allottee, the observance of the provisions of the Foreign Exchange Management Act, 1999 and any other prevailing law shall be the responsibility of the Allottee(s).

9.16 The Allottee(s) agrees and understands that terms and conditions of this Allotment Letter and those of the Sub-Lease Deed/ Conveyance Deed may be modified/ amended in accordance with any directions/order which may be passed by any Governmental Authority(ies), court of law, tribunal, or commission in compliance with applicable laws and such amendment shall be binding on the Allottee(s) and the Company.

10. AMENITIES AND ELECTRICITY CONNECTION:

10.1 That the amenities like roads, electricity, sewers & water supply, shall be provided by the concerned regulatory authority up to the boundary of the Project. The Company will carry out all

the above-mentioned amenities within the boundary of the Project i.e. internal development of the Project. Any delay in providing the above said facilities on the part of the regulatory authority shall not be considered as delay on the part of the Company.

10.2 The Company shall not provide electricity connection and/ or electricity backup for the Plot/ Unit, and it shall be the sole responsibility of the Allottees to take/ obtain the electricity connection for the Plot/ Unit directly from the authorized concerned electricity department.

11. SEVERABILITY:

11.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provision of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

11.2 It is clarified that the Allottee(s) shall be liable to abide by and bound by the change(s) emanating in this Agreement in terms of Para 11.1, including any additional condition imposed, relating to the allotment of the Plot/ Unit or the Project.

12. JURISDICTION:

That the Courts at Noida shall have the exclusive jurisdiction in all matters arising out of and/or concerning this Allotment Letter and the Allottee without any prejudice may file a complaint as per provisions of the RERA Act.

13. DISPUTE RESOLUTION:

That all disputes, differences or disagreement arising out of, in connection with or in relation to the booking of the Plot/ Unit, which cannot be amicably settled, shall be decided by a Sole Arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996. That the Venue of the Arbitration shall be Noida or such other place as may be mutually agreed between the parties and the award of the Arbitrator(s) shall be rendered in English.

14. INDEMNIFICATION:

The Allottee(s) shall indemnify and keep the Company, its employees, directors, agents, representatives, advisors indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the covenants and conditions by the Allottee(s) as mentioned in the Application Form and this Allotment Letter/Agreement to Sell/Sub – Lease, as the case may be.

15. NOTICES:

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered / Speed Post at the irrespective addresses Specified below:

Name of Allottee(s):

.....

Address of Allottee(s)

.....

Promoter's Name: **M/s Three C Homes Private Limited**

Promoter's Address: **C-23, Greater Kailash Enclave Part- I,
New Delhi- 110048**

It shall be the duty of the Allottee(s) and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address, in writing, by Registered / Speed Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s) as the case may be.

16. RIGHT TO JOIN AS AFFECTED PARTY:

The Promoter shall have the right to join as an affected party in any suit/complaint filed before any appropriate court by the Allottee(s) if the Promoter's rights under this Agreement are likely to be affected /prejudiced in any manner by the outcome of such suit / complaint / decision of the court. The Allottee(s) agrees to keep the Promoter fully informed at all times in this regard.

17. WAIVER:

The failure of any party to enforce, in any one or more instances, the performance of any of the terms, covenants or conditions of these terms and conditions shall not be construed as a waiver or a relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term, covenant, or condition, and such failure shall in no way affect the validity of these terms and conditions or the rights and obligations of the Company or the Allottee(s). The Company and the Allottee(s) acknowledge that a waiver of any term or provision hereof can only be given by a written notice issued by such person and shall constitute waiver of the specific term or provisions mentioned therein.

18. ENFORCEABILITY:

18.1 Any provision of these terms and conditions which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of these terms and conditions or affecting the validity or enforceability of such provision in any other jurisdiction. If any such prohibition or unenforceability substantially affects or alters the commercial terms and conditions of these terms and conditions, the parties shall negotiate in good faith to amend and modify the provisions and terms of these terms and conditions, as the case may be, as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same commercial terms, covenants and conditions as were there in these terms and conditions prior to such prohibition or unenforceability.

18.2 That save and except, the standard Terms and Conditions as contained in the Application Form dated _____, this Allotment Letter cum Agreement supersedes and overrides all understanding and agreements, whether oral or written, between the Parties. Provided that in the event of any inconsistency between the Standard Terms and Conditions of the Application Form and this Allotment Letter cum Agreement, the provisions of this Allotment Letter cum Agreement shall prevail

18.3 The Allottee(s) has fully read and understood the above-mentioned terms and conditions and agrees to abide by the same. The Allottee(s) understands that the terms and conditions given above are of indicative nature with a view to acquaint him/her/ them with the broad terms and conditions as comprehensively set out in the Sub-Lease Deed/ Conveyance Deed which shall supersede the terms and conditions set out in this Allotment Letter.

18.4 Allottee(s) is fully conscious that it is not incumbent on the part of the Company to send reminders/notices in respect of his/her/their obligations as set out in this Allotment Letter and/or Sub-Lease Deed/ Conveyance Deed and Allottee(s) shall be fully liable for any consequences in respect of defaults committed by the Allottee(s) due to non-abiding by the terms and conditions contained in this Allotment Letter and/or Sub-Lease Deed/ Conveyance Deed.

18.5 Allottee(s) have sought detailed explanations and clarifications from the Company and the Company has readily provided such explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made by the Company, Allottee(s) now signed this Allotment Letter and paid the monies thereof fully conscious of his/her/their liabilities and obligations.

Declaration:

- I/We have signed and submitted this Allotment Letter and paid the amount payable thereof being fully conscious of my/our liabilities and obligations.
- I/We agree to sign and execute all the necessary agreements and other definitive documents as and when desired by the Company within the stipulated time period and bear and pay the stamp duty, registration charges and all other costs/expenses incidental thereto and I/We agree to be bound by the terms of the said agreements/documents.
- I/We have read and understood the “Terms and Conditions” mentioned in this Allotment Letter and agree to be bound by the same.
- The terms and conditions mentioned herein shall be in addition to the terms and conditions of the necessary agreements/definitive documents.
- I/We the Allottee(s) herein declare that the above terms and conditions have been read and understood by me/us and the same are acceptable to me. My/Our all queries have been duly explained by the executive of the Company. I/We have discussed and have taken legal advice from the counsel of my own choice. I/We hereby give consent that the Company can make any type of change in the layout/elevation plan/design of the Project. My consent will be presumed as all-time written consent for the same.
- I have completely read and understood the terms and conditions mentioned in this Allotment Letter and agree to abide the same.

Date:

Place:

Company

Signature of Allottee(s)

**ANNEXURE
PAYMENT PLAN**

DRAFT

ANNEXURE
SPECIFICATIONS OF THE PLOT/UNIT

DRAFT