

**Date: 00.00.2023**

To,

**MR.**

**S/O  
R/O H NO.,**

**Sub: Allotment Letter for Allotment of a Plots in Rajdarbar Spaces Phase 3 project at Agra.**

Dear Sir / Madam,

This has reference to your application, submitted for the allotment of a Plot in the above said project.

**Rajdarbar Ayurveda Private limited** (hereinafter referred to as 'the Company') hereby provisionally allots you (hereinafter referred to as "Allottee") **Plot No. atoz** in the above said scheme situated at **Khasara no 83(part) & 89 (part) Mauze Chauhatna, Agra** with an approximate area of \_\_\_\_\_ sq. yds. (\_\_\_\_\_ sq. mtr.) at a basic rate of **Rs. \_\_\_\_/- per sq. yd, which is duly approved by Agra development authority via permit no plotted resi development/plotted housing/03440/ADA/LD/22-23/0824/13092022 and file no ADA/LD/22-23/0824.** Other charges payable by you in addition to the basic rate are detailed elsewhere in this Allotment Letter. The Allotment is subject to the terms and conditions as contained in the application form & contained herein below:

**TERMS & CONDITIONS FOR ALLOTMENT**

1. The Allottee agrees to have applied for the said allotment after fully satisfying himself/herself about the interest and rights of the company in the said project and has understood all the limitations and obligations in respect thereof and there will be no more investigation or objection by the Allottee(s) in this respect.
2. The Project is being developed by the Company on the land owned by an association of persons which has given developmental, marketing & collection rights including allotment and sale of plots, the right to receive all advances payment, dues, grants, etc. towards consideration and all other charges in respect thereof exclusively to the company.
3. The allotment is provisional. Firm allotment shall be made and confirmed by notice on completion of development work of residential plots whereupon a formal Plot Buyer's Agreement on Company's format containing the terms and conditions binding on the Allottee and the Company contained herein shall be executed by and between the parties. The Allottee agrees that until the firm allotment is made and confirmed by notice and Plot Buyer's Agreement is signed and executed there shall be no completed contract.
4. The Area and location of Plot allotted to the Allottee is provisional. However, if for any reason, any changes in layout plans are made by the company and / or by the sanctioning authority (hereinafter referred to as 'the Authority') while sanctioning the layout plans or Architect or Structural Engineers resulting in the change (decrease/ increase) in the area of plot, change in the location of plot, change in the no. of the plot, or change in its boundaries, no claim monetary or otherwise will be raised by the Allottee or accepted by the Company except that the aforementioned rate will be applicable on the changed area of plot.

In case whole or substantial part of the scheme has to be abandoned or the Company is not able to handover the plot to the Allottee due to any reason beyond its control, the Company shall be responsible only for refund of the actual amounts received by it and shall not be liable to pay any compensation, interest or damages. However, in case of deletion of

the plot due to the reasons mentioned above, the amount deposited by the Allottee shall be refunded without interest. At present there is no subsisting notification, or order by the

State Government or any other Government or local authority regarding acquisition or otherwise for taking over of the area in which the plot is located. In case any such development happens or takes place hereafter, the same shall be at the cost and risk of the allottee who will be bound to carry out and implement all the terms of this Allotment Letter including payment of the outstanding installments and will also thereafter be entitled to receive the compensation paid by the Government / authority in respect of the plot. The company will not be responsible or liable in any manner whatsoever on account of any such development.

5. The Allottee shall pay Including EDC/IDC to **Rs./- ( Rupees Only)** subject to the determination of the final area of the plot) through installments in the following manner: **:(IFMS /-per Sqyds Extra)**

**PLAN -A: DOWN PAYMENT PLAN**

1	At the time of booking	20% BSP
2	Within 90 Days of Booking	75% of BSP +100% PCL
3	At the time of offer of Possession	5% of BSP + IFMS + Advance Maintenance

(\* The sequence of the above payments can be changed based on changes in development plans according to work exigencies, through notification)

**Preferential location charges**

- For park facing plots - 5 % of BSP
- For corner plots - 7 % of BSP
- For wide roads - 7 % of BSP
- For corner plots + park facing - 10 % of BSP
- For corner plots + wide roads - 10 % of BSP
- For Wide Road + park facing - 10 % of BSP

Since the plot allotted to you falls under Preferential Location Area. The **PLC applicable to this plot is @0% of BSP amounts to Rs. 0/-**. Payable by you in addition to other payments mentioned in this allotment letter.

6. Right of exclusive use of any area (open or covered) which may be permitted by the company beyond the booked area shall be charged for extra. The Allottee shall pay to the Company all other charges, which are not specifically mentioned herein, as may be levied by the Authority /Government from time to time, till the date of handing over the possession by the Company to the Allottee.
7. Payment of the installments towards the plot shall be made by the Allottee as per the payment schedule for the payment plans opted by him/her. Other charges pertaining to the plot shall be paid as and when demanded by the Company. Timely payment of installments or other charges is the essence of the terms of this Allotment letter. If the payments are not received within the stipulated period given in the payment plan or as per the demand and / or in the event of breach of any of the terms and conditions of this Allotment by the Allottee, the allotment can be cancelled by the Company and forfeiture shall be made as per the rules and regulations of the Company / Authority and the balance amount if any, will be refunded without interest after compliance of necessary formalities.

However, in exceptional circumstances the Company may in its absolute discretion condone the delay in payment by charging interest @ 18% p.a. on the delayed payments / outstandings. The Allottee agrees to make all payments through demand drafts / cheques payable at New Delhi / Delhi only.

8. No further intimation / call notice regarding payments of installments will be sent and it will be the responsibility of the Allottee to adhere strictly to the payment schedule.

9. The standard of internal development has been defined by the Authority and in case of any change at a later stage in the specifications of the internal development resulting in the Company incurring any extra charges on account of such changes in specifications, the same shall be recovered on pro-rata basis from the Allottee and shall be payable as and when demanded by the Company.
10. As per the terms and conditions of allotment, the external services are to be provided by the Authority and External Development Charges (EDC) are included in the basic cost. Allottee shall be liable to pay the EDC. In case, the Authority or need of the project requires the recovery of additional charges at a later date or the Company is forced to incur certain expenses under unavoidable circumstances for providing external development not already provided by the Authority, the same shall be charged extra on pro rata basis.

Cost of Electric and Water Service Connection is not included in the aforesaid price and shall be payable by the allottee in addition to the price of the plot. Further the Allottee shall pay on demand to the Company all amounts to be determined at the time of providing necessary connections to make the arrangements for providing sewer and water connections from the mains laid along the road servicing the plot.

11. Firefighting equipment's and / or preventive measures may be installed by the Company in the area / colony if required by law / byelaw and the costs thereof shall be charged extra from the Allottee on pro-rata basis.
12. The Company may raise finance from any bank / financial institution / Body Corporate to finance the project activities and for this purpose create equitable mortgage (mortgage by deposit of the title deed) of the project, land in favour of one or more such institutions and for such an act the Company shall be deemed to have necessary consent of the Allottee. Notwithstanding the foregoing, the company shall ensure to have any such charge, if created be vacated on or before the completion of the project and /or handing over the possession and/or transfer of title whichever is earlier.

The company shall have the first lien and charge on the plot in the event the Allottee parting with any interest for all its dues and / or that may hereafter become due and payable by the Allottee to the company in terms of this Allotment Letter.

The Allottee shall be bound to start construction of the house with due sanction of the authorities within a period of 3 Years from date of offer of possession that may be sent to the Allottee failing which the company shall be entitled to resume the plot without any compensation and allot the same to any other Buyer and refund the sale price so retrieved to the Allottee without any interest.

13. The Company shall endeavor to give the possession of the plot to the allottee within a reasonable period subject to force majeure circumstances and reasons beyond the control of the Company, on receipt of all installments and all other charges applicable on the plot. The Allottee shall not be entitled to any compensation on the grounds of delay in possession due to reasons mentioned herein above. The Company on completion of the development work shall issue final call notice to the Allottee, who shall within 30 days thereof, remit all dues and take possession of the plot after registration of sale deed. In the event of his / her failure to take possession within 30 days of offer for any reason whatsoever, the Allottee shall be liable to pay holding charges at the rate of Rs. 25/- per square yards per month in addition to the maintenance charges and any other levies on account of the allotted unit.
14. The sale deed shall be executed and registered in favor of the Allottee (stamp duty, registration charges shall be borne and paid by the Allottee) within a reasonable time preferably within three months after the Company has received the total sale consideration, connected dues / charges, stamp duty and registration charges, documentation charges and all other incidental charges etc. from the Allottee. The Sale Deed of the respective plot shall be executed by the Association of persons directly or by their duly appointed attorney for the purpose who may be a nominee of the Company

15. The Allottee shall be liable to pay necessary charges as determined by the Company or its nominated agency for maintaining various services in the colony at the rate as would be determined / fixed by the Company or its nominated agency from time to time until such services are handed over to the local bodies. The Allottee shall also deposit with the Company by way of interest free Security Deposit to ensure the payment of maintenance charges. The deposit shall be paid by the Allottee as and when demanded by the Company. The Allottee hereby agrees to enter into a separate agreement for this purpose with the Company or its nominated agency(ies).
16. The Allottee shall be entitled to get the name of his nominee(s) substituted in his/her place or to pass on / transfer the Allotment in some other name on payment of administrative charges as per the rates prescribed in respect thereof by the company provided the intending allottee(s) has / have paid at least 20% of the total consideration and clear all the dues till that date on such conditions/guidelines as applicable from time to time. However, no administrative charges /transfer charges shall be payable in case of succession.
17. All other charges or taxes whether levied now or in future on the plot and/ or on the building to be constructed on this plot, as the case may be, shall be borne by the Allottee (s) from the date of booking.
18. The Allottee(s) shall get his / her / their complete address registered with the company at the time of booking and it shall be his/her responsibility to inform the company by Registered A/D letter about all subsequent charges, if any, in his /her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him / her at the time when those should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of property booked must be mentioned clearly. The Allottee shall furnish necessary documents evidencing in this regard.
19. In case there are joint allottees all communications shall be sent by the Company to the Allottees whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the Allottee(s).
20. All letters, receipts, and / or notices issued by the Company or its nominee and dispatched to the last known address of the Allottee, shall be sufficient proof of receipt of the same by the Allottee.
21. The Company may in its sole discretion, adjust the money received from the Allottee(s) towards any account and the adjustment so made shall be acceptable to the Allottee(s).
22. The Allottee(s), if residing outside India shall be solely responsible to comply with the necessary formalities as required under the Foreign Exchange Management Act, 1999, or any other applicable law for the time being in force for remittance of payments to India and also for acquisition of property in India.
23. The layout plans of the project have been sanctioned by Agra Development Authority, Agra (Authority). The Authority may effect such variations/ additions/ alterations/ deletions/ modifications therein as deemed fit and appropriate. The Allottee(s) hereby give(s) his/her consent for such variations/ additions/ alterations/ deletions/ modifications etc.
24. The Allottee(s) undertake(s), to abide by all the laws, rules, and regulations or any laws as are applicable or may be made applicable by the Authority in future in respect of this project in special and area in general.
25. The Allottee(s) agree(s) that in case of any dispute arising out of or touching of this allotment shall be between the Company and its Allottee(s) and the Authority will not be a party to such dispute except for the functions, which are to be performed by the Authority.
26. That although a duty will be enjoined by the Allottee and the Company to perform their respective obligations as stated herein, the same will be subject to any governmental

actions, rules, or regulations which may be enforced hereinafter or any variations that may be necessitated.

27. Any dispute arising out of or touching the terms of this allotment shall be decided by Arbitration and the Company shall have the right to appoint an Arbitrator.
28. In case of any dispute the Court having competent jurisdiction over the project shall have jurisdiction in all matters arising out of / touching and / or concerning this Allotment.
29. For all intents and purposes singular shall include plural and masculine gender includes the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Allottee is a joint stock company or any other body corporate or organization or an association.
30. The terms and conditions contained herein above shall be interpreted in a manner so as to cover the laws and rules prevalent in India and conform to Public Policy and Fair Trade Practices.
31. The allottee(s) undertake(s) to return under proper acknowledgement from the office of the company in respect thereof, the second copy of this allotment letter in ORIGINAL duly signed & witnessed by one of the witnesses for record within 15 days of the receiving of this letter by his/her/them. In case the same is not returned, such an act on part of the allottee(s) shall be deemed to be acceptance of the terms & conditions in letter & spirit as contained herein by the allottee(s).

Yours Faithfully,  
For **Rajdarbar Ayurveda Private limited.**

(Authorised Signatory)

WITNESSES:

- 1.
- 2.

I/ We hereby accept the allotment on the terms and conditions mentioned hereinabove.  
I/We Opt for Payment Plan

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Signature of the Plot Buyer(s)