



Jardin Homes

Regd. Office: 32 Raja Bahadur Mansion, 1st Floor, Hamam Street, Mumbai 400 023

Head Office: Vaid Campus, 73-A Industrial Area, Mill Road, Aishbagh, Lucknow 226004

PLOT ALLOTMENT LETTER

To,

Dated: _____

Subject: Plot Allotment Letter for Plot No. _____ in the Scheme known as 'Zeme Jardin', Lucknow.

Dear Sir/Madam,

This has reference to your Application for allotment dated _____ of a residential plot in the scheme known as "Zeme Jardin" (hereinafter referred to as the "Said Plot"), a scheme located in Village Natkur, Taluka Bijnaur, Tehsil Sarojini Nagar & Distt. Lucknow, Uttar Pradesh (hereinafter referred to as the "Said Scheme") sanctioned under Licence(s) issued by Lucknow Industrial Development Authority being sold by the Owners 'Mr. Pradeep Kumar Vaid' and 'Mrs. Rashmi Vaid' (hereinafter referred to as the "Seller") and managed & marketed by the Joint Venture 'Jardin Homes' (hereinafter referred to as the "Seller") in accordance with the presently approved layout plan on the land admeasuring approximately 25,767.59 sq. mts. or thereabout (hereinafter referred to as the "Said Land").

In response to your abovementioned Application for Allotment of plot admeasuring approx. _____ sq. mtr. in the Said Scheme and relying on your confirmations, representations and assurances to faithfully abide by all the terms, conditions and stipulations contained in this Allotment Letter, the Seller hereby allot to you the Said Plot, details of which are mentioned hereinafter on and subject to the terms and conditions contained herein below.

TERMS AND CONDITIONS OF ALLOTMENT

Plot Area: _____ sq. mts.

Plot No: _____

X _____
(Sole/First Allottee)

X _____
(Second Allottee)

X _____
(Third Allottee)

Basic Sale Price (BSP): Rs. _____ per sq. mtr.

(A) Total BSP: Rs. _____ (Rupees _____)

Preferential Location Charges (PLC):

Preferential location charges ('**PLC**') for preferential location (subject to the availability and at the discretion of the Seller) are described as under. PLC shall be applicable and payable by the Allottee(s) for the sum total of each and every applicable attribute mentioned above, in addition to BSP. However the sum total of PLC of all applicable attributes shall not be more than 20% of BSP.

Preferential Location Attribute(s)

1. North / North East / East/ South East facing
2. Park / Green Area - Facing / Adjoining
3. Corner Plot

Charges for PLC (% of BSP)

1. One PLC : 10 % of BSP
2. Two PLCs : 15 % of BSP
3. Three PLCs : 20 % of BSP

(A) Total PLC: Rs. _____ (Rupees _____)

Total Price: BSP + PLC

(A) + (B) = Rs. _____ (Rupees _____)

In addition to the Total Price the Allottee(s) shall be liable to pay:

- 1) A non-refundable Interest Bearing Maintenance Security (hereinafter referred to as "**IBMS**") @ Rs. 377/- per sq.mtr. payable for the Said Plot to secure the Allottee(s)' obligations in payment of maintenance bills and shall bear interest as more elaborately described in clause no.15b. till it is transferred to any nominee of the Seller (including maintenance agency)/other body who would be entrusted with the maintenance work of the Said Scheme.
- 2) Stamp duty, registration and legal charges etc. shall be extra at actuals.
- 3) External Development Charges for external development of the Said Scheme as and when demanded by the Seller/as per the Payment Plan as given in **Annexure 1** and more clearly described in Clause 7.
- 4) Infrastructure Development Charges/Infrastructure Augmentation Charges and any other Government levies /charges, etc. as and when demanded by the Seller/as per the Payment Plan more clearly described in Clause 7.
- 5) Holding charges as more elaborately described in clause 13b.
- 6) Late construction penalty as more elaborately described in clause 14b.
- 7) Club charges, as applicable and more elaborately described in clause 3d.
- 8) Municipal tax, property tax, wealth tax, fees, levies and charges by whatever name called and increases thereof.
- 9) All kind of taxes and cesses including but not limited to Goods and Services Tax, works contract tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and other taxes, by whatever name called paid or payable by the Seller and/or its contractors (including subcontractors), suppliers, consultants, now or in future, in connection with the Said Scheme.

X _____
(Sole/First Allottee)

X _____
(Second Allottee)

X _____
(Third Allottee)

- 10) Cost for providing power back up including that of equipments, DG set, cabling, installation etc.
- 11) All deposits and charges paid/payable by the Seller to Uttar Pradesh State Electricity Board (UPSEB) or any other body.
- 12) Charges/deposits/costs for creating HT feeder for tapping electricity from State Electricity Board's source up to the receiving point of the Said Scheme.
- 13) Proportionate share towards cost incurred by the Seller for creating infrastructure like HT Feeder, EHT Substation, Power House, Transformer, Equipments, etc.
- 14) Charges/cost of providing sewer, storm water and water connection to the Said Scheme from the main line serving the Said Scheme.
- 15) The cost of electric and water meter as well as charges for water and electricity connection and consumption.

X _____
(Sole/First Allottee)

X _____
(Second Allottee)

X _____
(Third Allottee)

DETAILED TERMS AND CONDITIONS OF ALLOTMENT

1. The aforementioned charges shall be paid as and when demanded by the Seller and the determination of the proportionate share by the Seller shall be final and binding upon the Allottee(s). The Allottee(s) agrees that in case of failure of the Allottee(s) to pay any of the aforementioned charges, the same shall be treated as un-paid sale price of the Said Plot and the Seller shall have the discretion to withhold the registration of the Said Plot and/or resume the Said Plot.
- 2a. The Allottee(s) shall make all payments by A/c Payee cheque(s)/Demand Draft(s) payable at Lucknow / Mumbai drawn in favour of “**JARDIN HOMES**”.
- 2b. The Allottee(s) may approach the designated Project Manager, who has been nominated as the Officer-in-Charge for the Said Scheme and has been entrusted with the responsibility of implementation of the Said Scheme for any query, clarification or complaint with regard to the Said Plot in Zeme Jardin, Lucknow. It is further clarified that this Project Manager shall not act as the sole arbitrator or is not appointed as a sole arbitrator for the purpose of clause 41. The appointment of the Sole Arbitrator shall be in consonance with the procedure as mentioned in clause 41 of the Allotment Letter.
- 3a. The Said Scheme is proposed to be set up in accordance with the terms and conditions of the said Licence(s) and the layout plan presently approved and/or as may be approved in future by the Competent Authority.
- 3b. The Seller shall be carrying out extensive developmental/construction activities for many years in future in the entire area falling inside/outside the Said Scheme, in which the Said Plot is located and the Allottee(s) shall not raise any objections or make any claims or default in any payments as demanded by the Seller on account of inconvenience, if any, which may be suffered by him due to such developmental/construction or its incidental/related activities.
- 3c. All rights, including the ownership thereof of land(s), facilities and amenities (other than those specifically earmarked as common areas and facilities for common use of the occupants within the Said Scheme) shall vest solely with the Seller and the Seller shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities including but not limited to creation of other rights in favour of any third party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode, including transfer to any person, institution, trust, government, semi government, any other authority body and/or any local body(ies) which the Seller may deem fit in sole discretion. The Seller at any time has not made any commitment or charged any price for the ownership of the Allottee(s) amenities/facilities, which are clearly earmarked by the Seller for the Seller's ownership though the Seller may permit the occupants of the Said Scheme to use such amenities and facilities upon payment of fees, subscription charges, security deposit, etc. as may be decided by the Seller/management of such amenities and facilities, from time to time.
- 3d. In addition to the Total Price and other charges mentioned in this Allotment Letter, the Allottee(s) shall also be required to pay Rs. 25,000/- as Club Membership Fees for 5 years, Annual Club Charges at Rs. 2,500/- per annum and a refundable security deposit of Rs. 10,000/- more clearly described in the payment plan attached herewith. Additional Club Membership Fees and related charges/deposits (collectively referred to as “Club Charges”) will be charged for each additional family even if residing in the same plot, for use of the club, which may be located anywhere inside or outside the Said Scheme. The residents/occupants of the Said Scheme shall have an assured membership of the club subject to payment of aforesaid charges. The total number of memberships will be limited to four individuals per plot. The Seller reserves the right to grant additional membership. The Seller's decision in this regard shall be final and binding on the Allottee(s). The members shall abide by the terms and conditions laid down by the management of the club. The Allottee(s) shall be liable to pay the usage charges in accordance with the usages and services availed by the Allottee(s). The Allottee(s) shall be required to sign and execute necessary documents for membership of the club, which shall contain the terms and conditions of membership and the Allottee(s) shall be bound by the same. The membership of the Allottee(s) shall automatically extinguish upon sale of the Said Plot by the Allottee(s).

X _____
(Sole/First Allottee)

X _____
(Second Allottee)

X _____
(Third Allottee)

4. In the zoning plan as may be approved by the Competent Authority(ies), there would be restrictions including, but not limited to, the number of floors and area to be constructed by the Allottee(s) in each plot and other norms as may be imposed by the Competent Authority(ies). The construction by the Allottee(s) shall not exceed the number of floors or violate any other norm as may be stipulated in the zoning plan. The Said Plot shall not be partitioned/sub-divided/fragmented/remodeled/additionally constructed, in any manner whatsoever, to create more dwelling units, as this will be a clear breach of the conditions as may be contained in the zoning plan/building plan to be approved by the Competent Authority(ies). The Allottee(s) shall strictly abide by all norms and conditions of the zoning plan/layout plan/building plan, notifications, rules, bye-laws and/or any other approvals granted by the Competent Authority(ies) in respect of the Said Plot/Said Scheme as may be applicable from time to time. Further it is not permissible to join and make contiguous the plots which are located behind each other. However, it may be permissible, subject to the approval of the Competent Authority(ies), to join and make contiguous the plots which are next to each other and are lying side by side in a row (not behind each other). The approval of the building plan(s), occupation certificate etc., shall be at the Allottee(s)'s sole cost and responsibility and the Seller shall have no role in the same whatsoever.
5. The Allottee(s) shall pay, in addition to BSP, preferential location charges for preferential attribute(s) as described in this Allotment Letter in the manner and within the time as stated in the Payment Plan attached herewith.
- 6a. If due to any reason, including the change in the layout plan, any of the preferential location attribute(s) get(s) removed, then the Seller shall be liable to refund only the amount charged for such preferential location attribute(s) if already paid by the Allottee(s), without any interest and such refund shall be adjusted in the final installment due from the Allottee(s), immediately upon such determination being done.
- 6b. Similarly, if due to any reason, including the change in the layout plan, the Said Plot acquires an additional preferential location attribute(s), then the Allottee(s) shall be liable to pay for such additional preferential location attribute(s) as may be decided by the Seller, within 30 days of the demand made by the Seller.
7. While calculating the total price of the said plot the Seller 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 U.P and the Allottee(s) shall pay to the Seller these Govt. Charges (EDC, IDC, IAC, etc. collectively referred to herein as "Govt. Charges") and all increases thereof as may be levied by the Government of U.P from time to time and as and when demanded by the Seller. All such levies/increases may be levied by the Government of U.P with prospective or retrospective effective from the date of licence(s) of the Said Scheme. The Seller makes it clear that if it is required to pay such levies, Govt. Charges, interest and other charges etc., in such prospective/retrospective manner, then the Seller shall demand, and the Allottee(s) shall be liable to pay the same, proportionately in the manner in which the area of the Said Plot bears to the total area of the Said Scheme as calculated by the Seller. All Govt. Charges, levies, fees, taxes, cesses, etc. are solely to the account of the Allottee(s) and the Seller shall have no liability in this regard. The Government of U.P may also levy other charges at any stage, including on the completion of the Said Scheme or thereafter, the demand for which will be raised by the Seller and the Allottee(s) shall pay the same on demand to the Seller. Apart from the above demand as stated, there could be future levies/increases in the Govt. Charges, levies, fees, etc. during the occupation of the Said Plot and the Allottee(s) shall be liable and pay all such future levies/increases as and when demanded by the Seller and this condition shall always survive the conveyance of the Said Plot in favour of the Allottee(s). The Allottee(s) shall not default on the payment of such prospective/retrospective increases in EDC/IDC/IAC as and when demanded by the Seller. Such demand when made, will constitute unpaid sale price of the Said Plot and if such levies are demanded by the Seller after the sale deed is executed in favour of the Allottee(s), the Seller shall have lien/charge on the Said Plot to the extent of such unpaid sale price and the Allottee(s) shall not object and will cooperate if the Seller resumes the possession and ownership of the Said Plot and/or takes all or any legal measures to recover such unpaid sale price.
- 8a. The Government rates and taxes shall mean all taxes including, but not limited to, value added tax(VAT), state sales tax, central sales tax, works contract tax, service tax, one time building tax, luxury tax, building and other construction workers welfare fund, education cess and any other taxes and cesses, by whatever name called, paid or payable by the Seller and/or its contractors (including sub-contractors), suppliers, consultants, etc.

X _____
(Sole/First Allottee)

X _____
(Second Allottee)

X _____
(Third Allottee)

- 8b.** The Allottee(s) shall be liable to pay the above mentioned Govt. rates, cesses, including labour cess, charges, wealth tax, property tax, service tax or taxes of all and any kind, whether levied or leviable, now or in future, as the case may be, from the date of the Application with regard to the area of the Said Plot, in the Said Scheme, prior to the conveyance of the Said Plot in his favour. If such charges are increased (including with retrospective effect) after the sale deed has been executed, then these charges shall be treated as unpaid sale price of the Said Plot and the Seller shall have lien on the Said Plot for the recovery of such charges and the Allottee(s) shall cooperate if the Seller resumes the possession and ownership of the Said Plot and/or takes all legal measures to recover such unpaid price.
- 9.** The Earnest Money for the purpose of this Allotment Letter shall be the booking amount paid by the Allottee(s) at the time of the booking. The Seller shall be entitled to forfeit this Earnest Money along with the interest on delayed payments, brokerage, other charges, and taxes, etc. if any incurred by the Seller, in case of non-fulfillment of any of the terms and conditions herein contained or in the event of failure by the Allottee(s) to sign and return to the Seller, this Allotment Letter within 30 days from the date of its dispatch/handing over by the Seller to the Allottee(s).
- 10.** The payment on or before the due date, of Total Price and other amounts payable as per the Payment Plan, as opted by the Allottee(s) or as demanded by the Seller from time to time, is the essence of this Allotment Letter.
- 11a.** The Said Scheme is planned to be executed by the Seller in accordance with the layout plan sanctioned by the Competent Authority and/or as may be changed/approved from time to time by the Competent Authority. Any changes/modifications/amendments as may be approved by the Competent Authority in the layout plan for the Said Scheme in future, shall automatically supersede the present approved layout plan attached herewith and become binding on the Seller and the Allottee(s).
- 11b.** The Allottee(s) shall have no objection if the Seller makes suitable and necessary alterations in the layout plan, if found necessary, and such alterations may involve the change in the position, number, dimensions, area, etc. of the Said Plot. However, in case of major change resulting in $\pm 20\%$ change in the area of the Said Plot, the Seller shall intimate to the Allottee(s) in writing, the change(s) thereof in the price of the Said Plot. The Allottee(s) shall inform the Seller in writing, his consent or objections to the changes within thirty (30) days from the date of such notice, failing which, the Allottee(s) shall be deemed to have given his consent to such alterations/modifications. Any increase or reduction in the area of the Said Plot shall be payable by the Allottee(s) or refundable by the Seller as the case may be, at the rate mentioned in this Allotment Letter. If the Allottee(s) writes to the Seller within thirty (30) days of intimation by the Seller, indicating his nonconsent/objections to such alteration(s)/modification(s), then the allotment shall be deemed to be cancelled and the Seller shall refund the entire money received from the Allottee(s) with simple interest @ 6% per annum, calculated from the date of realization by the Seller.
- 11c.** If for any reason whatsoever, the licence(s) to establish the Said Scheme or any part of it granted to the Seller hereinabove mentioned, is or are cancelled by any authority, then the Seller shall be entitled to challenge its validity and efficacy before the appropriate Courts, Tribunals and Authorities, and in such an event, during the pendency of the proceedings and until the final determination by the highest Court or Tribunal or Authority, the money(ies) paid by the Allottee(s) in pursuance of this Allotment Letter shall continue to remain with the Seller and the Allottee(s) shall not require of the Seller the specific performance of the terms of this Allotment Letter, and this Allotment Letter shall remain in abeyance until the final determination, as aforesaid. In the event of such a cancellation order becoming final, if any compensation is paid or promised by the Authorities, then the Allottee(s) will be entitled to claim and receive from the Seller, along with other Allottee(s), such compensation on a pro rata basis as and when the same is finally determined and received by the Seller. If no compensation is paid or promised to be paid then the Seller shall refund to the Allottee(s) the amount(s) paid by him in four equal yearly installments without any interest, less the pro-rata expenses incurred by Seller for enhancement of the land, brokerage paid, marketing expenses, other charges and taxes incurred by the Seller. Save as aforesaid, the Allottee(s) will have no other claim of any nature whatsoever against the Seller.
- 12a.** Force Majeure shall mean any event or combination of events or circumstances beyond the control of the Seller which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or

X _____
(Sole/First Allottee)

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(Second Allottee)

X _____
(Third Allottee)

alternative measures, be prevented, or caused to be prevented, and which adversely affects the Seller's ability to perform its obligations under this Allotment Letter, which shall include:

- (i) acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (ii) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (iii) strikes or lock outs, industrial dispute;
- (iv) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (v) war and hostilities of war, riots, bandh or civil commotion;
- (vi) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions of this Allotment Letter; or
- (vii) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Plot/Said Scheme 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 reason whatsoever;
- (viii) any event or circumstances analogous to the foregoing.

12b. The Seller shall not be liable to perform any or all of its obligations during the subsistence of the Force Majeure conditions, including but not limited to, any legislation, orders or rules or regulations made or issued by the Govt. and/or any other authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Plot/Said Scheme 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 and accordingly the time period required for performance of its obligations by the Seller shall stand extended. If in the opinion of the Seller the above stated Force Majeure conditions continue for a considerable time, then the Seller may in its sole discretion put the progress of activity in the scheme in abeyance and/or terminate/alter/vary the terms and conditions of this Allotment Letter. In case of termination, the Allottee(s) shall be entitled to refund of the amounts deposited/paid by the Allottee(s), without any interest or compensation whatsoever, provided the Allottee(s) is not in breach of any of the terms of this Allotment Letter.

12c. The Seller may, in its discretion, abandon the Said Scheme, without assigning any reasons thereof, and in such an eventuality, the liability of the Seller shall be limited only to refund the amounts received from the Allottee(s), alongwith 6% simple interest per annum, from the date of receipt of such amount by the Seller, and the Allottee(s) shall have no other claim of any nature whatsoever.

13a. The Seller shall endeavour to offer possession of the Said Plot within twenty four (24) months from the date of Allotment, subject to timely payment by the Allottee(s) of Total Price, Stamp Duty, Government Charges and any other charges due and payable according to the Payment Plan/this Allotment Letter.

13b. In the event of the Allottee(s)'s failure to take possession of the Said Plot, within thirty (30) days from the date of intimation in writing by the Seller offering possession, then the same shall be at the Allottee(s)'s risk and cost and the Allottee(s) shall be liable to pay to the Seller, holding charges calculated at the rate of Rs. 25/- per sq. mtr. on the total area of the Said Plot per month for the entire period of such delay. If the Allottee(s) fails to take possession of the Said Plot for a period of six (6) months from the date of offer of possession by the Seller, then the Seller shall be entitled to cancel the allotment of the Said Plot and refund all monies paid by the Allottee(s) after deducting there from Earnest Money along with the interest on delayed payments, brokerage, other charges and taxes, if any incurred by the Seller.

13c. The payment of holding charges shall be made by the Allottee(s) prior to the conveyancing of the Said Plot in favour of the Allottee(s). The holding charges shall be a charge for delay in taking over the possession by the Allottee(s) and it shall be in addition to maintenance, and other charges, and not adjustable or substitutable with any other charges as provided in this Allotment Letter.

13d. In the event the Seller fails to offer possession of the Said Plot within twenty four (24) months from the date of Allotment for the Said Plot then after one hundred & eighty (180) days from the expiry of twenty four (24) months, subject to the

X _____
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(Third Allottee)

Allottee(s) having made all payments as per the Payment Plan and subject to the terms and conditions of this Allotment Letter and barring Force Majeure circumstances, the Seller shall pay compensation to the Allottee(s) calculated at the rate of Rs. 22/- per sq. mtr. per month on the total area of the Said Plot which both parties have agreed is a just and equitable estimate of the damages that the Allottee(s) may suffer and the Allottee(s) shall not have any other claims/rights whatsoever. The payment of such compensation, if any, shall be done at the time of the conveyance of the Said Plot in favour of the first named Allottee(s).

- 14a.** The Allottee(s) shall complete the construction on the Said Plot within a period of four (4) years from the date of offer for possession by the Seller to the Allottee(s). In the event of the Allottee(s)'s failure to complete the construction and obtaining a certificate for occupation and use from the Competent Authority within four (4) years from the date of offer of possession, then the Allottee(s) hereby grants the right to the Seller to resume the Said Plot, refund the monies paid by the Allottee(s) after deducting there from Earnest Money along with the interest on delayed payments, brokerage, other charges and taxes, if any incurred by the Seller and to resell/reallot the Said Plot.
- 14b.** The Seller may, at its sole discretion, accede to the written request of the Allottee(s) to extend the construction period but only upon the Allottee(s) paying a late construction penalty to the Seller calculated at the rate of Rs.25/- per sq. mtr. per month on the total area of the Said Plot per month for the entire period of delay. This penalty may be escalated in case where the delay continues beyond a period of twelve (12) months after the grant of the first extension and the Seller decides to grant further extension beyond twelve (12) months. A provision to this effect will also be incorporated in the sale deed, which is necessary to be incorporated in this Allotment Letter, with a view to develop and habitate the Said Scheme. The holding charges and the late construction penalty are distinct and separate charges, payable by the Allottee(s) to the Seller.
- 14c.** The Allottee(s) shall be bound to construct and design the elevation of their building on the plot which is under deed, as per the design provided by the sellers at the time construction so that design symmetry may be maintained for all the buildings present in the scheme that is Zeme Jardin.
- 15a.** The Allottee(s) shall enter into a maintenance agreement (Maintenance Agreement) with the Seller/it's nominee agency or any other body (hereinafter referred to as the '**Maintenance Agency**') as may be appointed by the Seller from time to time for the maintenance and upkeep of the Said Scheme until these are handed over to a local body or any government agency. The Maintenance Agency shall render maintenance services only with respect to the common areas falling within the Said Scheme but outside the Said Plot and these shall mainly relate to services in respect to the public roads, landscaping, drainage, water, street lights, pavements, horticulture etc. The Allottee(s) shall pay the maintenance bills including water charges raised by the Maintenance Agency for maintaining various services/facilities as described above, raised on a pro rata basis from the date of the offer of possession by the Seller, irrespective of whether the Allottee(s) has taken possession or is in occupation of the Said Plot or not, until the maintenance services are handed over to the government or any local body for maintenance.
- 15b.** In order to secure adequate provision of the maintenance services and also to secure the due performance of the Allottee(s) in paying promptly the maintenance bills and other charges as raised by the Maintenance Agency, the Allottee(s) shall deposit, and always keep deposited with the Seller/Maintenance Agency an Interest Bearing Maintenance Security (hereinafter referred to as the "**IBMS**") calculated at the rate of Rs. 377/- per sq. mtr. on the area of the Said Plot which shall carry simple yearly interest as applicable on one year fixed deposit accepted by the State Bank of India at the close of each financial year on 31st March, calculated from the date of realisation of the amount by the Seller. In case of failure of the Allottee(s) to pay the maintenance bills and other charges, on or before the due date, the Seller/Maintenance Agency may deny him the right to avail the maintenance services and adjust in the first instance, the interest accrued on the IBMS against such defaults in the payment of maintenance bills. In case such accrued interest falls short of the amount of the default, the Seller/Maintenance Agency shall adjust the principal amount of the IBMS against such defaults. If due to such adjustment in the principal amount, the IBMS falls below the agreed sum of Rs. 377/- per sq. mtr. per month on the area of the Said Plot, then the Allottee(s) shall make good the resultant shortfall within fifteen (15) days of demand by the Seller/Maintenance Agency. The interest accrued on IBMS will not be paid to the Allottee(s) but will be retained as security/adjustment for payment of maintenance bills.

X _____
(Sole/First Allottee)

X _____
(Second Allottee)

X _____
(Third Allottee)

- 15c.** The Seller/Maintenance Agency reserves the right to increase the IBMS from time to time in keeping with the increase in the cost of maintenance services and the Allottee(s) shall pay such increases within fifteen (15) days of demand by the Seller/Maintenance Agency. If the Allottee(s) fails to make good the shortfall as aforesaid, on or before its due date, then the Seller/Maintenance Agency shall have first charge/lien on the Said Plot in respect of any such non-payment.
- 15d.** The Seller may transfer to the Maintenance Agency, the accrued value of the IBMS of the Allottee(s), after adjusting therefrom any outstanding maintenance bills and/or other outgoings of the Allottee(s) at any time and thereupon the Seller shall stand completely absolved/discharged of all its obligations and responsibilities concerning the IBMS. The Maintenance Agency upon transfer of the IBMS or in case fresh IBMS is sought from the Allottee(s) as stipulated hereinabove, reserves the sole right to modify/revise all or any of the terms of the IBMS including but not limited to the amount/interest rate of IBMS etc.
- 16a.** The Seller may provide power back up only for common services in the Said Scheme i.e. street lighting, sewage treatment plant, pumping station, etc. Electricity Board power upto 8 KW for plot sizes upto 225 sq.mtr. has been considered at overall suitable diversity of 50%. Electricity power will be provided, subject to availability, as per State Electricity Board norms and first come first serve basis.
- 16b.** The Allottee(s) shall be charged on a monthly basis, for all the costs of power consumed by him as indicated in the meter which may be installed by the Seller/its nominee/Maintenance Agency at the cost of the Allottee(s). The Seller/Maintenance Agency shall charge for the power consumed based on the expenditure incurred for diesel, spares, depreciation, and other wear and tear, at cost plus 20% basis and the same would be billed as a part of the maintenance bill which will also include other charges for maintenance and upkeep of the Said Scheme. Failure to pay the maintenance bills, including the cost of power back up as described above, shall entitle the Seller/its nominee/Maintenance Agency to withhold the provision of maintenance services including the electricity supply and the provision to this effect shall also be incorporated in the sale deed.
- 16c.** In the event the Seller (or its nominee) decides to apply for and thereafter receives permission, from the State Electricity Boards or from any other body/commission/regulator/licensing authority constituted by the Government of U.P for such purpose, to receive and distribute bulk supply of electrical energy in the Said Scheme, then the Allottee(s) shall pay on demand to the Seller (or its nominee) a proportionate share as determined by Seller (or its nominee) of all deposits and charges paid/payable by the Seller (or its nominee) to the U.P State Electricity Board or any other body/commission/regulatory/licensing authority constituted by the Government of U.P, failing which the same shall be treated as unpaid portion of the sale price payable by the Allottee(s) for the Said Plot and the conveyance of the Said Plot shall be withheld by the Seller till full payment thereof is received by the Seller (or its nominee) from the Allottee(s). Proportionate share of cost, incurred by the Seller (or its nominee) for creating infrastructure like HT Feeder, EHT Sub station, etc., shall also be payable by Allottee(s) on demand. Further the Seller (or its nominee) shall be entitled in terms of the Maintenance Agreement to withhold electricity supply to the Said Plot till full payment of such deposits and charges is received by the Seller (or its nominee). In case of bulk supply of electrical energy, the Allottee(s) shall abide by all the conditions of sanction of bulk supply including but not limited to waiver of the Allottee(s)'s rights to apply for individual/direct electrical supply connection directly from the U.P State Electricity Board or any other body responsible for supply of electrical energy. The Allottee(s) shall pay any increase in the deposits and/or charges for bulk supply of electrical energy as may be demanded by the Seller (or its nominee) from time to time.
- 16d.** The Seller or its agents/subsidiaries, associates/affiliates or sister concerns may, at its sole discretion and subject to such Government approvals as may be necessary, enter into an arrangement of generating and/or supplying power to the Said Scheme and any other project/complex which the Seller (or its nominee/affiliates) may develop in future. In such an eventuality the Allottee(s) shall have no objection to such arrangement for generating and/or supply of power including it being an exclusive source of power supply to the Said Scheme directly and also it being to the exclusion of power supply from State Electricity Boards (SEBs)/any other source. This arrangement could be provided within the Said Scheme/future project/colonies by the Seller or its agents directly or through the respective association of owners. The Seller (or its nominee/affiliates) or its agents shall have the sole right to select the site, capacity and type of the power generating and supply equipment/plant as may be considered necessary by the Seller (or its nominee/affiliates) in its sole discretion from time to time. The said equipment/plant may be located anywhere in or around/within or nearby the

X _____
(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

Said Scheme. The Seller (or its nominee/affiliates) or its agents shall have the right to charge tariff for providing /supplying the power at the rate as may be fixed from time to time by the Seller (or its nominee/affiliates) which may or may not be limited to the rate then charged by the State Electricity Boards (SEBs). The Allottee(s) shall pay the amount based on the tariff to the Seller (or its nominee/affiliates) or its agents directly for consuming the power so supplied but shall have no ownership right, title or interest in the equipment so installed by the Seller (or its nominee/affiliates) or its agents. Such power generating and/or supplying equipment may during its operation cause inconvenience to the Allottee(s) and the Allottee(s) shall have no objection to the same. The Allottee(s) shall be liable to pay the consumption charges during the time of the Allottee(s)'s ownership of the Said Plot. This clause shall survive the conveyance of the Said Plot or any subsequent sale/resale or conveyancing thereof.

17. The Allottee(s) shall pay as and when demanded by the Seller, the Stamp Duty, registration charges and all other incidental and legal expenses for registration of the sale deed of the Said Plot in favour of the Allottee(s) which shall be registered after receipt of the Total Price and other charges as set out in this Allotment Letter and the Payment Plan attached hereto.
18. The Allottee(s) shall be liable to comply with the terms of payment and/or other terms and conditions of this Allotment Letter failing which the Allottee(s) shall forfeit to the Seller, the entire amount of Earnest Money, interest on delayed payment, brokerage, other charges and taxes, if any incurred by the Seller etc., and the Application/Allotment Letter shall stand cancelled and the Allottee(s) shall be left with no lien, right, title, interest or any claim of whatsoever nature in the Said Plot. The Seller shall thereafter be free to resell/reallot and/or deal with the Said Plot in any manner whatsoever at its sole discretion. The amount(s), if any, paid over and above the Earnest Money, interest on delayed payment, brokerage, other charges and taxes, if any incurred by the Seller etc. would be refunded to the Allottee(s) by the Seller only after realising such amounts to be refunded on the resale/reallotment of the Said Plot but without any interest or compensation of whatsoever nature. The Seller shall have the first lien and charge on the Said Plot for all its dues payable by the Allottee(s) to the Seller. Without prejudice to the Seller's aforesaid rights, the Seller may, at its sole discretion, waive in writing the breach by the Allottee(s) in not making payments as per the Payment Plan, but on the condition that the Allottee(s) shall pay to the Seller interest which shall be charged for the first ninety (90) days from the due date @ 18% per annum and for all periods exceeding the first ninety (90) days after the due date @ 21% per annum with quarterly rests.
19. The Said Plot is not transferable/assignable or eligible for nomination till six (06) months from the date of issue of this Allotment Letter and shall be subject to payment of monies due and payable by the Allottee(s) as stated in the Payment Plan. However, subsequent to the six (06) month period, the Seller may, at its sole discretion, upon payment of transfer charges as applicable from time to time and subject to applicable laws and notifications or any Government/its agency/body directions as may be in force, upon receiving a written request from the Allottee(s)/its nominee, permit the Allottee(s) to get the name of the Allottee(s)'s nominee substituted in the Allottee(s)'s place subject to such terms, conditions and charges as the Seller may impose. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nomination(s)/transfer/assignment. At present there are no executive instructions of the Competent Authority(ies) to restrict any nomination/transfer/assignment in respect of the Said Plot. However, in the event of any imposition of such executive instructions at any time after the date of this Allotment Letter to restrict nomination/transfer/assignment of the Said Plot by any authority, the Seller will have to comply with the same.
- 20a. The Seller shall have the right to raise finance/loan from any Financial Institution/Bank by way of mortgage/charge/ securitisation of receivables of the Said Plot subject to the Said Plot being free of any encumbrances at the time of conveyance of the Said Plot in favour of the Allottee(s). The Seller/financial institution/bank shall always have the first lien/charge on the Said Plot for all its dues and other sums payable by the Allottee(s) or in respect of the loan granted for the purpose of construction.
- 20b. In case of the Allottee(s) who has made an arrangement with any Financial Institutions/Banks, the conveyance of the Said Plot in favour of the Allottee(s) shall be done only upon the Seller receiving a "No Objection Certificate" from such Financial Institutions/Banks.

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

- 20c.** In case the Allottee(s) wants to avail of a loan facility from financing bodies to facilitate the purchase of the Said Plot then:-
- (i) The terms of the financing agency shall be binding and applicable upon the Allottee(s).
 - (ii) The responsibility of getting the loan sanctioned and disbursed will rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Seller, as per schedule, shall be ensured by the Allottee(s).
- 21.** In respect of all remittances, acquisition/transfer of the Said Plot, it shall be the sole responsibility of non-resident/foreign national of Indian origin to comply with the provisions of Foreign Exchange Management Act (FEMA), 1999, and rules and regulations made thereunder or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law and provide the Seller with such permissions, approvals which would enable the Seller to fulfill its obligations under this Allotment Letter. Any refund, transfer of security, if provided in terms of this Allotment Letter, shall be made in accordance with the provisions of FEMA, and rules and regulations made there under or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. In the event of any failure on the Allottee(s)'s part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, the Allottee(s) shall be liable for any action under the FEMA, and rules and regulations made thereunder as amended from time to time. The Allottee(s) shall keep the Seller fully indemnified and harmless in this regard. The Seller accepts no responsibility in this regard.
- 22.** The Allottee(s) shall inform the Seller, in writing, any change in the mailing address mentioned in this Allotment Letter failing which all demands, notices, etc. by the Seller shall be mailed to the address given in this Allotment Letter and the same shall be deemed to have been received by the Allottee(s). In case of joint Allottees, all communications shall be sent to the first named Allottee in this Allotment Letter which shall for all purposes be considered as service on all the Allottees and no separate communication will be necessary to the other named Allottees.
- 23.** The Seller may, in its sole discretion, appropriate towards the sale price of the Said Plot, the amounts received from the Allottee(s) in any head/account and the appropriation so made shall not be questioned by the Allottee(s). The sale deed shall however be executed only after the outstandings under all the heads are paid in full.
- 24.** The allotment will be valid only upon the Seller signing this Allotment Letter through its Authorised Signatory after the copies duly signed by the Allottee(s) are received by the Seller.
- 25.** The Allottee(s) shall bear and pay taxes and cesses of all and any kind whatsoever, whether levied or leviable now or in future, on the lands and/or building(s) as the case may be, from the date of the Application. So long as the Said Plot is not separately assessed for such taxes for the land and/or building(s), the same shall be paid by the Allottee(s) in proportion to the area of the Said Plot. Such apportionment shall be made by the Seller or any other agency as the case may be and the same shall be conclusive final and binding upon the Allottee(s).
- 26.** Unless a sale/conveyance deed is executed in favour of the Allottee(s), the Seller shall continue to be the owner of the Said Plot and shall have the exclusive possession of the Said Plot. This Allotment Letter does not give any right, title or interest in the Said Plot to the Allottee(s). This Allotment Letter is simply an allotment letter and not an agreement to sell.
- 27.** It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Said Plot shall equally be applicable to and enforceable against any and all future buyers/assignees of the Said Plot, as the said obligations go along with the Said Plot for all intents and purposes, subject to the provisions mentioned in clause 19 and clause 13(d) herein above.
- 28.** The Allottee(s) and the persons to whom the Said Plot maybe transferred, assigned or given possession shall execute, acknowledge and deliver to the Seller such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as the Seller may reasonably request in order to effectuate the provisions of this Allotment Letter or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

29. The Seller shall have the first lien and charge on the Said Plot for all its dues and other sums payable by the Allottee(s) to the Seller.
30. The Seller shall have the right to join as an affected party in any appropriate court in case the Seller's rights under this Allotment Letter are likely to be affected/prejudiced in any manner by the decision of the court on such suit/complaint in which the Allottee(s) is a party. The Allottee(s) shall keep the Seller fully informed at all times in this regard.
31. This Allotment Letter is subject to Force Majeure conditions as mentioned aforesaid or upon the happening of events which the Seller could not have reasonably prevented or controlled.
32. The terms and conditions as set out in this Allotment Letter shall supersede the terms and conditions as set out in the Application.
33. Failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any of the provisions or of the right to enforce each and every provision.
34. 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.
35. In case the Allottee(s) has to pay any commission or brokerage to any person for services rendered by such person to the Allottee(s), whether in or outside India, for acquiring the Said Plot for the Allottee(s), in that event the Seller makes it clear that it shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of the sale price agreed to be payable to the Seller. Further, the Allottee(s) shall indemnify and hold the Seller free and harmless from and against any or all liabilities and expenses in this connection.
36. This Allotment Letter constitutes the entire terms of allotment of the Said Plot and the understanding between the parties and revokes and supersedes all previous understandings, agreements, letters, applications, documents, etc. between the parties whether oral, written or implied and variation in any of the terms hereof, except under the signature of the authorised signatory of the Seller, shall not be binding on the Seller.
37. That for all intents and purposes and for the purpose of the terms and conditions set out in this Allotment Letter, singular includes plural and masculine includes the feminine gender and the words 'it, they, its,' and such like words as may be occurring in this Allotment Letter shall carry the same meaning and purpose as the word 'Allottee(s)', so far as the context may permit.
38. That two copies of this Allotment Letter shall be signed and the Seller shall retain the original and a copy of this Allotment Letter shall be sent to the Allottee(s) for his/their reference and record.
39. That in case there are joint Allottee(s)s, all communications shall be sent by Seller to the Allottee(s) whose name appears first and at the address given by him/them which shall for all purposes be considered as service on all the Allottee(s)'s and no separate communication will be necessary to the other named Allottee(s) and the Allottee(s) has agreed to this condition of the Seller.
40. The Allottee(s) agrees and understands that the terms and conditions of the Allotment Letter may be modified/amended by the Seller in accordance with any directions/order of any court of law, Governmental Authority, in compliance with applicable law and such amendment shall be binding of the Allottee(s). The Seller further reserves the right to correct, modify, amend or change all the annexures attached to this Allotment Letter and also annexures which are indicated to be tentative at any time prior to the execution of the sale deed of the said plot.
41. 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 shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The arbitration proceedings shall be held at Mumbai, Maharashtra by a sole arbitrator who shall be

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(Sole/First Allottee)

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(Second Allottee)

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(Third Allottee)

appointed by the Seller. The Allottee(s) shall have no objection to such appointment by the Seller or have any doubts about the impartiality of the sole arbitrator appointed by the Seller. The Courts at Lucknow alone and the Allahabad High Court (Lucknow Bench) alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this Allotment Letter.

Thanking you,

Yours faithfully,

For the Seller

(Authorised Signatory)

X _____
(Sole/First Allottee)

X _____
(Second Allottee)

X _____
(Third Allottee)

ACCEPTANCE BY ALLOTTEE(S)

The Allottee(s) hereby accepts all the terms and conditions of this Allotment Letter.

The Allottee(s) hereby confirms and represents that he has applied for the "Said Plot" with the full knowledge that the demarcation and zoning plans for the Said Plot/Said Scheme are not yet sanctioned by the Competent Authority and that the presently approved layout plan may further be changed and substituted by other layout plan(s) as and when sanctioned/approved by the Competent Authority in which event the number of the Said Plot, its location, size, etc. may change and be substituted by a new number, location, size etc. to which the Allottee(s) shall have no objection. The Allottee(s) agrees to abide by the terms and conditions of this Allotment Letter including those relating to payment of Total Price, Government charges including but not limited to External Development Charges, Infrastructure Development Charges/Infrastructure Augmentation Charges and other charges, Taxes and Cesses, forfeiture of Earnest Money, etc. as laid down herein.

The Allottee(s) confirms that the Allottee(s) has satisfied himself about the competence of the Seller to allot the Said Plot, seen relevant documents, title deeds, licence(s), approved layout plan etc., and has also familiarized himself with the dimensions and other details of the Said Plot and also understood all limitations and obligations of the Seller and the Allottee(s) in respect thereof and the Allottee(s) has confirmed that his investigation(s) are complete in all respects.

The Allottee(s) further confirms that the Allottee(s) has examined/considered all other similar property options available with other builders/developers in the region, in particular Lucknow, U.P, and also elsewhere and that the Allottee(s) has found the Said Plot to be of his choice and requirement for residential purpose and that the Allottee(s) has considered all the legal terms set out in this Allotment Letter and consulted their Legal Counsel and the Seller about the legal implications and that the Allottee(s) has no reservation about the terms and conditions set out in this Allotment Letter and accordingly the Allottee(s) has now expressed his desire to enter into this Allotment Letter.

The Allottee(s) understands that the tentative layout plan of the Said Scheme, may have in addition to plotted area, subject to approval from the Competent Authority(ies), land allocated for other uses. However, this Allotment Letter is confined and limited in its scope only to the allotment of the Said Plot in the Said Scheme. The area/boundary of the Said Land may be modified in future to the extent as may be required/desired by the Seller and/or pursuant/consequent to any direction/approval by any competent authority.

The Allottee(s) understands that the description and reference of the entire Said Land is given only to acquaint the Allottee(s) with regard to the overall enhancement that may take place on the Said Land and that such tentative description of the overall enhancement plan is not intended to convey to the Allottee(s) any impression of any right, title or interest and has not given any kind of representation or warranty in any of the developments or on any land falling outside the Said Plot, which is the subject matter of this Allotment Letter.

The Allottee(s) understands that the Total Price payable by the Allottee(s) for the Said Plot is on the basis of the area of the Said Plot only and that he has not made any payment to the Seller, nor has the Seller indicated/promised/represented/given any impression of any kind in any explicit or implicit manner whatsoever, that the Allottee(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, common areas, facilities and amenities falling outside the Said Plot/Said Scheme (other than those specifically earmarked as common areas and facilities for common use of the occupants within the Said Scheme).

The Allottee(s) undertakes that the Allottee(s) shall pay from time to time and at all times, the amounts which the Allottee(s) is liable to pay as agreed and to observe and perform all the covenants and conditions of the Allotment Letter and to keep the Seller and its agents and representatives, estate and effects, indemnified and harmless against the said payments and observance and performance of the said covenants and conditions and

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(Second Allottee)

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(Third Allottee)

also against any loss or damages that the Seller may suffer as a result of non-payment, non-observance or non performance of the said covenants and conditions by the Allottee(s).

The Allottee(s) has full knowledge and understanding of this Allotment Letter and all the laws and notifications and rules applicable to the Said Scheme, including terms and conditions of the licence(s) issued by the Lucknow Industrial Development Authority for setting up the Said Scheme, and the undertakings given by the Seller to the Lucknow Industrial Development Authority in this regard, and that the Allottee(s) has familiarised himself with all the aforesaid and other applicable agreements, arrangements, undertakings, conditions on inspection of the documents with the Seller.

The Allottee(s) confirms that he has satisfied himself about the competency of the Seller to undertake the enhancement, marketing and sale of plots in the Said Scheme and that he has fully understood all limitations and obligations in respect to it and there shall not be any further investigation or objection by the Allottee(s) in this behalf.

The Allottee(s) understands that the Seller, relying on these specific undertakings of the Allottee(s), has agreed to allot the Said Plot and the Allottee(s) confirms that these undertakings shall survive throughout the ownership of the Said Plot by the Allottee(s), Allottee(s)'s legal representatives, successors, administrators, executors, assigns, nominees, subsequent transferees, etc., and accordingly the Allottee(s) agrees and undertakes to incorporate these conditions in the sale deed with the subsequent transferee(s).

Agreed and accepted by the Allottee(s)

In the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

X _____
(Sole/First Allottee)

X _____
(Second Allottee)

X _____
(Third Allottee)