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### ALLOTMENT LETTER

Date:

From	To
Lavish Buildmart Private Limited	Customer name:
Regd. Office: 41st Floor, Tower-1, M3M International Financial Center, Sector-66, Gurugram-122101, Haryana	Address:
Mobile:	Mobile:
Email Id:	Email id:

SUBJECT: Allotment of a unit bearing no. “[•]” (hereinafter referred as “Unit”) in the project named as “[•]” being developed at Plot No. 01, Sector-94, Noida, Gautam Budha Nagar, Uttar Pradesh

1. Details of the Allottee(s):

ALLOTTEE DETAILS	
Name of the Allottee	
Son of/daughter of/wife of	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Contact Details: Landline/Mobile No.	
Email	
PAN (Permanent Account Number)	
Aadhar Card No.	

CO-ALLOTTEE DETAILS	
Name of the Allottee	
Son of/daughter of/wife of	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Contact Details: Landline/Mobile No.	
Email	
PAN (Permanent Account Number)	
Aadhar Card No.	

CO-ALLOTTEE DETAILS	
Name of the Allottee	

Son of/daughter of/wife of	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Contact Details: Landline/Mobile No.	
Email	
PAN (Permanent Account Number)	
Aadhar Card No.	

PROJECT DETAILS		
Details of UP-RERA Registration	Regd. No. [•]	
	Dated: [•]	
	Valid Upto: [•]	
Project Name	“[•]”	
Project Location	Plot No. 01, Sector-94, Noida, Gautam Budha Nagar, Uttar Pradesh	
If project is developed in phases then, Phase Name	[•]	
Nature of Project	Mixed land use project comprising of both residential and Commercial	
Proposed date of Completion of the Project	[•]	
Proposed date of Possession of the Unit	[•]	
Details of Land	Total Land: 52,035 Square Meters Phase-II Project Land: 5,830 square meter	
Name of Developer/Promoter	Lavish Buildmart Private Limited	
APPROVAL DETAILS	Details of Building Plans approval	Memo. No. [•]
		Dated [•]
		Valid Up to [•]
	Details of Lease Deed.	Document No. 223, in Book No. 1, Vol. No. 13301 at Pages 255 to 284 on 16.01.2023 with the office of Sub-Registrar Sadar-II, Noida, Gautam Buddha Nagar.
	Details of Environment Clearance approval	Memo. No. [•]
		Dated: [•]
		Valid Up to [•]

Dear Sir/Madam,

With reference to your application as per details above submitted in this office and other required documents, it is intimated that the Lavish Buildmart Private Limited (“Promoter”) has allotted you the following Unit as per the details given below:

UNIT AND BOOKING DETAILS			
1	Nature of the Unit		[•]
2	Unit	Unit No.	[•]
		Type	[•]
3	Block No.		[•]
4	Floor No.		[•]
5	Tower No.		[•]
6	Carpet Area of Unit (1sq.mtr. = 10.764 Sq.ft.)		In Sq.mtr.: In Sq.ft. :
7	Super Area of Unit		In Sq.mtr.: In Sq.ft. :
8	Area of Balcony (not part of the carpet area)		In Sq.mtr.: In Sq.ft. :
9	Rate of Carpet Area (Excluding GST)		Rs./sq.m: Rs./sq.ft.:
10	Total Consideration		Rs.
11	GST @ [•]% of Total Consideration		Rs.
12	Total Consideration Value (Sum of 10+11)		Rs.
13	Rate of Other Charges : a) Power Back up Charges (PBC): b) Interest Free Maintenance Security (IFMS) c) Lease Rent		

Note:

- *Carpet area shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016 ("Act") read with Real Estate (Regulation and Development) Rules, 2016 for the State of Uttar Pradesh ("Rules").*
- *The Allottee, in addition, shall be liable to pay any additional compensation and / or demand raised by the Noida / Government or concerned authority.*
- *The Allottee in addition shall be liable to pay lease rent and / or one time lease rent as per the Policy /Rules of the Noida / Government or concerned authority, at the time of offer of possession.*
- *Advance Maintenance Charges - payable at the time of offer of possession.*
- *Stamp duty and registration charges shall be payable at the time of execution & registration of sub-lease*

2. We have received Earnest Money Amount (*mentioned below*), which is not exceeding 10% (ten percent) of the Total Consideration Value (*mentioned below*) in respect of the above referred Unit as per the details given below:

1.	Earnest Money Amount	Amount in Rs.	
		(Percentage of Total Consideration)	<10%

2.	Amount Deposited*	
3.	Total Consideration Value	

\* As per receipts issued separately

3. Mode of Booking

1.	Direct/Real Estate Agent	[•] (Name of Real Estate Agent)
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PAYMENT PLAN	
Payment Plan (Inclusive of all charges)	As per Annexure - A
Bank Details of master account (100%) for payment	
Payment in favour of	[•]
Account Number	[•]
IFSC Code	[•]
Name of Bank	[•]
Address of Bank Branch	[•]

Annexure A  
PAYMENT PLAN

Payment Plan of Total Consideration Value:

Name of Installment	Percentage of total consideration value	Charge Amount (in Rs.)	Tax Amount * (in Rs.)	Instalment Amount (in Rs.)
On Booking	<10%	[•]	[•]	[•]
After signing of BBA	[•]	[•]	[•]	[•]
On Application of OC	[•]	[•]	[•]	[•]
On Notice for Offer of Possession	[•]	[•]	[•]	[•]
Total Payable		[•]	[•]	[•]

\*tax as applicable

Payment Plan of Other Charges:

S.N.	Inst.	Percentage of other charges.	Revenue Head	Charges Amt. (In Rs)	Tax Amt.	Instt. Amt. (in Rs.)
On Notice of Offer of Possession	[•]	[•]	[•]	[•]	[•]	[•]
On Notice of Offer of Possession	[•]	[•]	[•]	[•]	[•]	[•]
On Notice of Offer of Possession	[•]	[•]	[•]	[•]	[•]	[•]
Total	[•]	[•]	[•]	[•]	[•]	[•]

The Allottee(s) will abide by all the detailed terms & conditions mentioned in the Agreement for Sub-Lease and those attached to the Allotment Letter.

Our Relationship Management Team can be contacted with any queries or assistance on the following coordinates:

Customer Care:

Email:

We would like to take this opportunity to thank you for the trust that you have reposed in the Promoter and always assure you of our best service.

You are requested to quote the Unit Number and Registration Number (as referred to herein in this Allotment Letter), given above in all your future communication with us.

Thanking You,

Yours Faithfully,

For Lavish Buildmart Private Limited

(Authorised Signatory)

This allotment letter ("Allotment Letter") is subject to the following conditions:

**1. TERMS**

- 1.1 That the allotment of the above Unit is subject to the detailed terms & conditions mentioned in the 'Application Form' and 'Agreement for Sub-Lease'. Although there shall not be any variation to these terms and conditions.
- 1.2 Terms & conditions provided in 'Agreement for Sub-Lease' shall be final and binding on both parties subject to any conditions in this Allotment Letter.
- 1.3 The Allottee(s) shall not transfer/resale this Unit without prior written consent of the Promoter till the Agreement for Sub-Lease is registered.
- 1.4 Upon issuance of this Allotment Letter, the Allottee(s) shall be liable to pay the Total Consideration Value of the Unit as shown in the Payment Plan annexed as Annexure - A.
- 1.5 The Total Consideration Value includes recovery of proportionate price of land, development/ construction cost of the Unit, Common Areas & Facilities within the said building where the Unit is allotted, EDC, PLC, IDC and Taxes (GST or any other taxes/fees/statutory charges/levies etc. which may be levied, in connection with the development/construction of the Project), as applicable, paid/payable by the Allottee(s) up to the date of offer of possession of the Unit along with parking (if applicable) to the Allottee(s), after obtaining the necessary approvals from competent authority for the purposes of such possession.
- 1.6 The Allottee shall also be under obligation to make payment of any taxes/ statutory charges including but not limited to Lease Rent/ Land Premium / fees/levies etc, if there is any revision/modification in the taxes/statutory charges including but not limited to Lease Rent/ Land Premium / fees/levies/cess etc., then the Allottee shall be liable to pay such amounts due to such increase/decrease of taxes/statutory charges.
- 1.7 That the carpet area of the Unit is as per approved building plans. If there is any increase in the carpet area which is not more than 3% of the carpet area of the Unit allotted the Promoter may demand that from the Allottee(s) as per next milestone of the Payment Plan. In case of such a change, any additional payment to be made by the Allottee shall be proportionate to the Total Consideration Value.
- 1.8 In case, the Allottee(s) fails to pay to the Promoter as per the Payment Plan, then in such case, the Allottee(s) shall be liable to pay the interest from the due date till payment at the prescribed rate under Rule 15 of the Rules.
- 1.9 On notice for the offer of possession of the Unit, the balance Total Consideration Value shall be paid by the Allottee(s) and thereafter you will execute the conveyance deed within 3 (three) months as per provisions of the Act/ Rules (*defined below*).
- 1.10 The stamp duty and registration charges will be payable by the Allottee(s) at the time of registering the conveyance deed with the Sub Registrar Office, Noida. No administrative charges shall be levied by the Promoter in relation thereto.

- 1.11 Interest as applicable on instalment will be paid extra along with each instalment.
- 1.12 The Promoter was a successful bidder in auction for a plot carried out by the New Okhla Industrial Development Authority ("NOIDA"), and was allotted a Plot No. 1, admeasuring 52,035 Square Meters (560100 Sq. Ft.), situated in Sector-94, Noida, Uttar Pradesh ("Total Land") under Scheme Code 2022-23 (Commercial Builder Plot-1).
- 1.13 By virtue of a Lease Deed dated 13.01.2023 in favour of the Promoter, duly registered with the Office of Sub-Registrar Sadar-II, Gautam Buddha Nagar as Document No. 223, in Book No. 1, Vol. No. 13301 at Pages 255 to 284 on 16.01.2023 ("Lease Deed"), whereby the leasehold rights of the Total Land to the Promoter for a term of 90 (Ninety) years commencing from 13.01.2023.
- 1.14 The Promoter is developing the aforesaid Total Land into a mixed land use project under the name and style of 'M3M The Cullinan', consisting of both residential and commercial developments out of which Land admeasuring 46,205 square meter. mtrs (herein after referred to the 'Phase-I'),) having registration certificate bearing no. UPRERAPRJ442214, dated 02.06.2023.
- 1.15 That on the balance / reaming land area admeasuring 5,830 square meters, the Promoter is further developing another phase under the name and style of '[•]' (herein called the "Phase-II/Project"), along with amenities, facilities, services etc. and such other developments as may be permitted thereupon.
- 1.16 The Promoter has obtained and shall be further obtaining (as required at the relevant time) necessary sanctions, permissions and approvals from the concerned authorities/ competent authority(ies) for the said Project.
- 1.17 The Promoter has registered the Phase-II/ Project with the Authority as a real estate project under the provisions of the Act read with the Rules, and the Authority has granted registration the Project vide Registration No. [•], dated [•].
- 1.18 That the Allottee(s) shall have proportionate rights and beneficial interest only in respect of the common areas & facilities in the building / tower of the Project. The Allottee(s) shall not be entitled to claim any rights or beneficial interest in the common areas & facilities which may be provided by the Promoter in the Project except to the extent as maybe provided/ defined for by the Promoter in the Agreement for Sub-Lease.
- 1.19 The said Project is further eligible for availing additional Floor Area Ratio (FAR) under any applicable policy as may be approved and notified by the Government/concerned authorities from time to time and that the entire development of the Project comprising of residential/commercial buildings shall be developed in the Project, as permissible under the existing policy(ies) or in terms of any amendments/ modifications in any existing policy(ies) or any future polices as and when notified and provided under any law in force
- 1.20 That the allotment is subject to the clear understanding by the Allottee(s) that the common areas and facilities in the building/tower shall be shared by all allottee(s) of the Project, and as more particularly mentioned in the deed of declaration to be filed with the competent authorities and the applicable laws, rules and regulations.



- 1.21 That the Allottee(s) shall have no rights and beneficial interest in the community and commercial facilities as provided in the Total Land wherein the Project is located. It is clarified that the Total Consideration Value does not include any cost of the community and commercial facilities.
- 1.22 Further, there shall be interconnection of essential common infrastructure facilities proposed to be provided at the entire Total Land such as water supply, sewage disposal, main circulation roads, storm water drainage, external electrification, horticulture and street lights etc. which shall be available and to be developed in in due course in term of provisions of the Act, Rules and regulations framed thereunder read with the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. However, Allottee(s) agree and undertake that Allottee(s) shall be liable to pay the requisite maintenance charges in respect of such interconnected essential common infrastructure facilities proposed to be provided at the entire Total Land as may be fixed by the Promoter/ nominated Maintenance Agency/ Master Association, as the case may be from time to time.

## 2. MODE OF PAYMENT

- 2.1 All cheques/demand drafts must be drawn in favour of

[•]

Account Number: [•]

IFSC Code: [•]

Name of Bank: [•]

Address of Branch: [•]

- 2.2 Name, contact number and Unit details of the Allottee(s) shall be written on the reverse of the cheque/demand draft.

## 3. NOTICES

- a. All the notices shall be deemed to have been duly served if sent to the Allottee(s) by registered post/courier at the address given by the Allottee to us and email Id provided in the Application Form.
- b. The Allottee will inform us of any change in your address, telephone no., email ID for future correspondence.

## 4. DEFAULT AND CANCELLATION BY ALLOTTEE(S)

If the Allottee(s) fails in submission of consent or seeks cancellation/withdrawal from the Project without any fault of the Promoter or fails in payment of required additional amount towards Total Consideration Value , then the Promoter is entitled to forfeit the 10 % (ten percent) of the Total Consideration Value) paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter), amounts equivalent to the GST, value of any other items, coupons and vouchers given to the Allottee(s) by the Promoter and any fee/ brokerage/ commission/ GST/ margin/ any rebates availed earlier that may have been paid by the Promoter. The rate of interest payable by the Allottee(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee(s) shall be returned. For the sake of clarity, the interest and/or

taxes paid on the consideration value shall not be refunded upon such cancellation/termination.

5. COMPENSATION

Compensation shall be payable by the Promoter to the Allottee(s) as per provisions of the Act as adjudged by the adjudication officer in the manner as provided in the Act/ Rules.

6. SIGNING OF AGREEMENT FOR SUB-LEASE

- a. The Promoter and the Allottee(s) will sign the “Agreement for Sub-Lease” within 30 (thirty) days of allotment of this Unit.
- b. That you are required to be present in person in the office on any working day during office hours (with prior intimation) to sign the ‘Agreement for Sub-Lease’ within 30 (thirty) days of allotment of this Unit.

All the terms and conditions mentioned in the Application Form and the Agreement for Sub-Lease shall be applicable.

7. SUB-LEASE DEED OF THE SAID UNIT

The Promoter on receipt of Total Consideration Value of Unit along with other dues/charges for the said Unit along with parking (if applicable), will execute a sub-lease deed in favour of Allottee(s) within three months of receipt of the occupation Certificate. The stamp duty, registration charges and other related charges thereto shall be paid by the Allottee(s).

Best Wishes

Thanking You

Yours Faithfully

For Lavish Buildmart Private Limited

I/We have read and understood the contents of above communication. Accordingly, I/We accept and confirm the same by appending my/our signature(s)

Applicant

Dated:

## SCHEDULE I

### DETAILED TERMS & CONDITIONS:

1. Pursuant to the receipt of the Application, the Promoter has given to the Allottee(s) disclosures of various documents and information regarding the Project to be/ being developed, as envisaged under the Act and Rules and the regulations made thereunder (“collectively RERA Laws”) and the details have also been submitted with the Authority.
2. The Allottee(s) shall, make all payments to the Promoter and/ or as per the instructions of the Promoter from his own bank account only and not from and through the bank accounts of any third party. The Allottee(s) alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favor of the Allottee(s) only. No portion of the Total Consideration Value shall be paid by way of cash deposit in the Promoter’s bank account. Such an act on your part may subject the Company to penal action/ notice from the competent authority under the Income Tax Act, 1961. The cash deposited amount shall not be applied/adjusted against your unit towards any outstanding payments as of the date of the said deposit, rather the same shall be forfeited by the Promoter. You shall, however, always remain liable to make the payments as per the terms of the payment plan agreed upon with the Promoter.
3. The Agreement for Sub-Lease shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the applicable laws including the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (along with the rules and regulations as may be framed thereunder), as applicable and RERA Laws. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sub-Lease shall prevail.
4. If Allotment of the said Unit is cancelled either by the Allottee(s) or by the Promoter, the Allottee(s) shall cease to have any claim against/ upon the said Unit and/ or against the Promoter (except for the refund as stated herein) and the Promoter shall be free to deal with the said Unit in any manner whatsoever without any further reference/ intimation to you the Allottee(s).
5. Please note that this provisional allotment is further subject to the Allottee(s) paying the requisite stamp duty and registration charges and registering the Agreement for Sub-Lease within the prescribed timelines as per the applicable law, failing which, the Promoter at its sole discretion reserve its right to cancel the Allotment, this Allotment Letter and/or Application Form and forfeit the amounts as per the terms mentioned in the Application Form.
6. Please note that this allotment of the Unit is subject to the Allottee(s) executing/signing and submitting to the Promoter the duplicate copy of the duly signed Allotment Letter within 15 (fifteen) days of the date hereof. If we do not receive the duly signed Allotment Letter from you within the timelines mentioned herein, then it shall be deemed that the Allottee(s) has accepted the allotment of the Unit on the terms and conditions as specified in this Allotment Letter.

7. The Allottee(s) has applied for the booking and allotment of the Unit being fully aware of the cost of the Unit, and also of the new tax regime of Goods & Services Tax (in short 'GST') having come into existence with effect from 01.07.2017. The Allottee is fully aware that all payments made, and all bookings made will attract GST under the Central Goods and Services Tax Act, 2017. The Applicant also confirms that he/ she shall not claim any GST credit and/or claim any reduction in price of the Unit due to application of GST. The Allottee shall also pay, as and when demanded by the Promoter pro-rata share of Goods & Services Tax (GST – w.e.f. 01st July, 2017) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Allottee to the Promoter (collectively referred to as "Taxes"). The Allottee(s) shall further be liable to pay any change / modification in Taxes as may be levied by the Government or any statutory/competent authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the Unit.
8. Anti-Money Laundering:
- (i) The Allottee(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee(s) under this Allotment Letter towards the Said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering"). The Allottee(s) shall keep the Promoter, its employees, agents and directors fully indemnified against any loss, claim or damage that may be caused due to any such amounts paid by the Allottee(s) which are directly and/or indirectly proceeds of crime.
  - (ii) The Allottee(s) further declare(s) and authorize(s) the Promoter to give personal information of the Allottee(s) to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.
  - (iii) The Allottee(s) further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Allotment Letter. Upon such termination, the Allottee(s) shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoter, which the Allottee(s) hereby unequivocally agree(s) and confirm(s).
  - (iv) In the event of such cancellation/termination, the Promoter shall refund extent of Total Consideration Value amount received from the Allottee(s) after forfeiting the Earnest Money Amount (i.e., 10% of the Total Consideration Value) in accordance with the terms of this Allotment Letter, only after the Allottee(s) furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee(s). It is clarified that the Promoter shall under no circumstance be liable to return/ refund any portion of the Applicable Taxes any pass-through charges paid/ incurred by the Allottee(s) to the Promoter or any government authority.

9. The Allottee(s) shall sign and deliver the Agreement for Sub-Lease with all the schedules along with the payments due as stipulated in the above mentioned Payment Plan, annexed as Annexure-A within 30 (Thirty) days (or such further period as provided / provisioned for by the Promoter) from the date of this Allotment Letter; and appear, if required so, for registration of the Agreement for Sub-Lease before the concerned Sub-Registrar in accordance with the stipulated timelines prescribed by the applicable law. This Allotment Letter is not meant or be treated or deemed to be as Agreement for Sub-Lease as contemplated under provisions of law.
10. In the event of breach or default on the part of the Allottee(s) or his failure to comply with any of his obligations under the Application Form / Allotment Letter, including without limitation, obligation to make payments in timely manner or where the Allottee(s) seeks to withdraw or cancel the Allotment / Agreement for Sub-Lease in respect of the Unit, the Allottee(s) shall be deemed to be in default and the Promoter shall be entitled to forfeit the Earnest Money Amount (being 10% of the Total Consideration Value) and interest component on delayed payment (payable by the Allottee(s) for breach and non-payment of any due payable to the Promoter) and any fee / brokerage / commission / margin / any rebates availed earlier that may have been paid by the Promoter to an Indian Property Associate / Channel Partner / Real Estate Agent (in case the Application is made through a Channel Partner / Real Estate Agent). In the event, the booking amount / the amounts paid by the Allottee(s) towards Total Consideration Value is less than the Earnest Money Amount (being 10% of the Total Consideration Value), the Allottee(s) shall be liable to pay to the Promoter the deficit amount. The rate of interest payable by the Allottee(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus one (01) percent. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s). The payment of the refund amounts shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the consideration value shall not be refunded upon such cancellation/termination.
11. If the Allottee(s) fails to execute and deliver to the Promoter, Agreement for Sub-Lease within 30 (Thirty) days from the date of this Allotment letter or such further period as provisioned and/or appear, if required, before the jurisdictional Sub-Registrar in Noida, Uttar Pradesh for its registration within the prescribed timelines as per applicable law, then the Promoter shall serve a notice to the Allottee(s) by email / by hand / by Post (RPAD) / by courier on the address given by the primary Allottee for rectifying the breach or default. If the Allottee(s) fails to execute and deliver to the Promoter the Agreement for Sub-Lease within the aforesaid prescribed time along with due payment and/or appear before the jurisdictional Sub-Registrar for its registration, the Promoter shall be entitled to cancel this allotment and upon such cancellation, the Allottee(s) shall have right only to seek refund of sums deposited by him after deduction of Earnest Money and interest component on delayed payment, if any, paid by the Allottee, without any interest or compensation whatsoever in the manner and to the extent as provided for hereinafter and shall not have any claim in respect of the Unit.
12. Keeping in view the investments (i.e. time, labour and money) made by the Promoter in developing the Project, the Allottee(s) agree that upon the receipt of the part occupation/ occupation/deemed occupation certificate for the Project, the Allottee(s) shall not be entitled to terminate the Agreement for Sub-Lease or withdraw from the Project for any reason whatsoever. The Applicant(s) further agree/s and acknowledge/s that the

Promoter's obligation of constructing the Unit shall come to an end on receipt of the occupation certificate/part occupation/ deemed occupation certificate and/or issuance of the notice for offer of possession. and that subsequent to the same, the Applicant(s) shall be obliged and bound to complete its obligations under the Agreement for Sub-Lease and take the possession of the Unit. The Allottee(s) agrees that in case the Allottee(s) withdraws from the Project after the receipt of part occupation/occupation/ deemed occupations certificate at no fault of the Promoter, then the Promoter shall be entitled to forfeit the entire amount paid by the Allottee(s) along with Interest, if any. The Allottee(s) further agree/s and acknowledge/s that the Promoter's obligation of handover of possession the Unit shall come to an end upon issuance of the notice for the offer of possession and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the Unit.

13. In the event, Allottee(s) is/are in default of instalments (if any), applicable taxes and any other charges/amounts falling due after the receipt of occupation/ part/deemed occupation certificate, the Promoter shall have an option to terminate the Agreement for Sub-Lease.
14. In accordance with the applicable law and the terms of the Agreement for Sub-Lease, and also in accordance with the procedure laid down by the Promoter, the Allottee(s) shall be entitled to assign / transfer its rights in the allotment of the Unit, with prior written approval of the Promoter. Further, upon the receipt of the part occupancy certificate / occupancy/deemed certificate, as the case may be and execution of the sub-lease deed, the Allottee(s) shall be fully entitled to re-sell or transfer to any third party in accordance with the applicable law.
15. This Allotment Letter shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Noida, Uttar Pradesh alone shall have exclusive jurisdiction over all matters arising out of or relating to this Allotment Letter. All or any disputes arising out of or touching upon or in relation to the terms and conditions 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 discussions within 30 (thirty) days, failing which the same shall be settled through the adjudicating officer appointed under the provisions of the RERA Laws.
16. I/We have specifically opted to purchase the Unit from the Promoter Company to realise and earn rental income therefrom. However, I/We do not have the requisite expertise to let/demise the Unit, and require the support and assistance from the Promoter. I/We acknowledge that the Unit shall be exclusively utilised for leasing/letting/licensing to suitable third parties/intending lessee(s). *[Any such arrangement of lease /sub-lease/rent license etc. is hereby collectively referred to as "Lease" of the Unit.]*
- 16.1. I/we acknowledge that even though the layout/building plans have been passed/sanctioned by the competent authority, the Unit may be leased /sub-leased/ demised/let out either individually or as open space in combination with other adjoining units as decided by the Promoter.
- 16.2. Notwithstanding anything to the contrary contained in this Application Form, the Applicant(s) hereby agrees and acknowledges that only the constructive possession of the Unit shall be provided to the Applicant(s) and the actual physical possession of the Unit shall always remain with the Promoter and Applicant(s) shall not demand or claim actual physical possession of the Unit at any time.

- 16.3. I/We understand and agree that after receipt of occupancy certificate/part or deemed occupancy certificate, the Promoter shall, solely and without any objection from me/us, have the right to (a) facilitate such Lease/Sub-lease of the Unit to interested third parties/intending lessee(s), and (b) agree the terms of Lease/Sub-lease with the interested third parties/intending lessee(s) including but not limited to tenure, rent, security deposit etc.
- 16.4. I am/We are aware and understand that the Promoter would invest considerable resources and efforts in finding the suitable lessee(s)/sub-lessee(s)/tenant(s) for the Unit; therefore, I/We agree and undertake to unconditionally comply with all terms and conditions of the Lease as agreed upon by the Promoter with the interested third parties/intending lessee(s)/sub-lessee(s).
- 16.5. I/We further agree and undertake to sign and execute all documents required to authorise the Promoter unconditionally and irrevocably, for (a) leasing/letting/sub-leasing/licensing of the Unit (including executing power of attorneys authorising the Promoter or its nominees to act for and on my/our behalf in respect of such lease/sub-lease/license/other arrangement with the interested third parties/intending lessee(s)), (b) executing the Lease/sub-lease or other related documents, and (c) presenting the Lease/sub-lease or other documents before sub-registrar for registration.
- 16.6. I/We acknowledge the general risks associated with leasing /sub-leasing/ letting/licensing of any property. I/We exclusively undertake to bear such risks and costs etc. without any liability, responsibility and accountability on the part of the Promoter or its nominees whatsoever.
- 16.7. I/We hereby agree and acknowledge that the terms and conditions with regard to the aforesaid leasing arrangement between the Promoter and me/us shall be comprehensively captured in a separate agreement ("Facilitation Agreement") and a draft of the same has been provided to the Applicant(s). I/We have duly read and understood the terms and conditions of the Lease Facilitation Agreement and being completely satisfied with the terms and conditions of the Lease Facilitation Agreement, I/We agree and undertake to comply with the same.
- 16.8. That both the Allottee(s) and the Promoter agree and understand that if the said Unit is not leased out for any reason whatsoever, including but not limited to the prevailing market conditions etc. within a period of three years, from the date of handover of possession by the Promoter to the Allottee(s) or the lease getting expired/terminated, the Promoter at its sole discretion shall be entitled to offer the Physical possession of the said Unit to the Allottee(s), which the Allottee(s) shall accept, without any protest and demur. The Allottee(s) undertakes not to claim any compensation etc. in this regard. The Allottee(s) further undertakes to take over the physical possession of the Said Unit in terms of the letter issued by the Promoter offering the physical possession.
- 16.9. The Allottee understands that this arrangement is for the sole benefit of the Allottee, and the Promoter (its nominees / assigns as the case may be) shall facilitate leasing of the Unit subject to force majeure events including unfavorable market conditions. The Promote rreserves its rights, subject to all the applicable laws, to give on lease or hire any unsold unit/space in the Project and/or the whole or any part of the roof/terraces/open areas (not specifically attached to any of the unit(s) and other areas not declared as part of the Common Areas as per Deed of Declaration including amendments thereof and the Allottee agrees not to object to the same and/or to make any claim on this account.

*This draft is prepared in consensus of the applicable rules of UPRERA and further subject to changes/amendments whatsoever, as required and/or in terms of rules & regulations.*

### **ALLOTMENT LETTER**

Date:

From	To
Lavish Buildmart Private Limited	Customer name:
Regd. Office: 41st Floor, Tower-1, M3M International Financial Center, Sector-66, Gurugram-122101, Haryana.	Address:
Mobile:	Mobile:
Email Id:	Email id:

SUBJECT: Allotment of a unit bearing no. “[•]” (hereinafter referred as “Unit”) in the project named as “[•]” being developed at Plot No. 01, Sector-94, Noida, Gautam Budha Nagar, Uttar Pradesh

1. Details of the Allottee(s):

ALLOTTEE DETAILS	
Name of the Allottee	
Son of/daughter of/wife of	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Contact Details: Landline/Mobile No.	
Email	
PAN (Permanent Account Number)	
Aadhar Card No.	

CO-ALLOTTEE DETAILS	
Name of the Allottee	
Son of/daughter of/wife of	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Contact Details: Landline/Mobile No.	
Email	
PAN (Permanent Account Number)	
Aadhar Card No.	

CO-ALLOTTEE DETAILS	
Name of the Allottee	



Son of/daughter of/wife of	
Address (Correspondence)	
Pin code	
Address (Permanent)	
Pin code	
Contact Details: Landline/Mobile No.	
Email	
PAN (Permanent Account Number)	
Aadhar Card No.	

PROJECT DETAILS		
Details of UP-RERA Registration	Regd. No. [•]	
	Dated: [•]	
	Valid Upto: [•]	
Project Name	“[•]”	
Project Location	Plot No. 01, Sector-94, Noida, Gautam Budha Nagar, Uttar Pradesh	
If project is developed in phases then, Phase Name	[•]	
Nature of Project	Mixed land use project comprising of both residential and Commercial	
Proposed date of Completion of the Project	[•]	
Proposed date of Possession of the Unit	[•]	
Details of Land	Total Land: 52,035 Square Meters Phase-II Project Land: 5,830 square meter	
Name of Developer/Promoter	Lavish Buildmart Private Limited	
APPROVAL DETAILS	Details of Building Plans approval	Memo. No. [•]
		Dated [•]
		Valid Up to [•]
	Details of Lease Deed.	Document No. 223, in Book No. 1, Vol. No. 13301 at Pages 255 to 284 on 16.01.2023 with the office of Sub-Registrar Sadar-II, Noida, Gautam Buddha Nagar.
	Details of Environment Clearance approval	Memo. No. [•]
		Dated: [•]
		Valid Up to [•]

Dear Sir/Madam,

With reference to your application as per details above submitted in this office and other required documents, it is intimated that the Lavish Buildmart Private Limited (“Promoter”) has allotted you the following Unit as per the details given below:

UNIT AND BOOKING DETAILS			
1	Nature of the Unit		[•]
2	Unit	Unit No.	[•]
		Type	[•]
3	Block No.		[•]
4	Floor No.		[•]
5	Tower No.		[•]
6	Carpet Area of Unit (1sq.mtr. = 10.764 Sq.ft.)		In Sq.mtr.: In Sq.ft. :
7	Super Area of Unit		In Sq.mtr.: In Sq.ft. :
8	Area of Balcony (not part of the carpet area)		In Sq.mtr.: In Sq.ft. :
9	Rate of Carpet Area (Excluding GST)		Rs./sq.m: Rs./sq.ft.:
10	Total Consideration		Rs.
11	GST @ [•]% of Total Consideration		Rs.
12	Total Consideration Value (Sum of 10+11)		Rs.
13	Rate of Other Charges : a) Power Back up Charges (PBC): b) Interest Free Maintenance Security (IFMS) c) Lease Rent		

Exclusive Right to use \_\_\_\_no. of car parking(s)

\* TCV & Other Charges may vary due to increase/decrease in area at the time of final demand.

Note:

- Carpet area shall have the same meaning as provided in the Real Estate (Regulation and Development) Act, 2016 ("Act") read with Real Estate (Regulation and Development) Rules, 2016 for the State of Uttar Pradesh ("Rules").
- The Allottee, in addition, shall be liable to pay any additional compensation and / or demand raised by the Noida / Government or concerned authority.
- The Allottee in addition shall be liable to pay lease rent and / or one time lease rent as per the Policy /Rules of the Noida / Government or concerned authority, at the time of offer of possession.
- Advance Maintenance Charges - payable at the time of offer of possession.
- Stamp duty and registration charges shall be payable at the time of execution & registration of sub-lease

2. We have received Earnest Money Amount (mentioned below), which is not exceeding 10% (ten percent) of the Total Consideration Value (mentioned below) in respect of the above referred Unit as per the details given below:

1.	Earnest Money Amount	Amount in Rs.	
		(Percentage of Total Consideration)	<10%
2.	Amount Deposited*		
3.	Total Consideration Value		

*\* As per receipts issued separately*

### 3. Mode of Booking

1.	Direct/Real Estate Agent	[•] (Name of Real Estate Agent)
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PAYMENT PLAN	
Payment Plan (Inclusive of all charges)	As per Annexure - A
Bank Details of master account (100%) for payment	
Payment in favour of	[•]
Account Number	[•]
IFSC Code	[•]
Name of Bank	[•]
Address of Bank Branch	[•]

Annexure A  
PAYMENT PLAN

Payment Plan of Total Consideration Value:

Name of Installment	Percentage of total consideration value	Charge Amount (in Rs.)	Tax Amount * (in Rs.)	Instalment Amount (in Rs.)
On Booking	<10%	[•]	[•]	[•]
After signing of BBA	[•]	[•]	[•]	[•]
On Application of OC	[•]	[•]	[•]	[•]
On Notice for Offer of Possession	[•]	[•]	[•]	[•]
Total Payable		[•]	[•]	[•]

\*tax as applicable

Payment Plan of Other Charges:

S.N.	Inst.	Percentage of other charges.	Revenue Head	Charges Amt. (In Rs)	Tax Amt.	Instt. Amt. (in Rs.)
On Notice of Offer of Possession	[•]	[•]	[•]	[•]	[•]	[•]
On Notice of Offer of Possession	[•]	[•]	[•]	[•]	[•]	[•]
On Notice of Offer of Possession	[•]	[•]	[•]	[•]	[•]	[•]
Total	[•]	[•]	[•]	[•]	[•]	[•]

The Allottee(s) will abide by all the detailed terms & conditions mentioned in the Agreement for Sub-Lease and those attached to the Allotment Letter.

Our Relationship Management Team can be contacted with any queries or assistance on the following coordinates:

Customer Care:

Email:

We would like to take this opportunity to thank you for the trust that you have reposed in the Promoter and always assure you of our best service.

You are requested to quote the Unit Number and Registration Number (as referred to herein in this Allotment Letter), given above in all your future communication with us.

Thanking You,

Yours Faithfully,

For Lavish Buildmart Private Limited

(Authorised Signatory)

This allotment letter ("Allotment Letter") is subject to the following conditions:

**1. TERMS**

- 1.1 That the allotment of the above Unit is subject to the detailed terms & conditions mentioned in the 'Application Form' and 'Agreement for Sub-Lease'. Although there shall not be any variation to these terms and conditions.
- 1.2 Terms & conditions provided in 'Agreement for Sub-Lease' shall be final and binding on both parties subject to any conditions in this Allotment Letter.
- 1.3 The Allottee(s) shall not transfer/resale this Unit without prior written consent of the Promoter till the Agreement for Sub-Lease is registered.
- 1.4 Upon issuance of this Allotment Letter, the Allottee(s) shall be liable to pay the Total Consideration Value of the Unit as shown in the Payment Plan annexed as Annexure - A.
- 1.5 The Total Consideration Value includes recovery of proportionate price of land, development/ construction cost of the Unit, Common Areas & Facilities within the said building where the Unit is allotted, EDC, PLC, IDC and Taxes (GST or any other taxes/fees/statutory charges/levies etc. which may be levied, in connection with the development/construction of the Project), as applicable, paid/payable by the Allottee(s) up to the date of offer of possession of the Unit along with parking (if applicable) to the Allottee(s), after obtaining the necessary approvals from competent authority for the purposes of such possession.
- 1.6 The Allottee shall also be under obligation to make payment of any taxes/ statutory charges including but not limited to Lease Rent/ Land Premium / fees/levies etc, if there is any revision/modification in the taxes/statutory charges including but not limited to Lease Rent/ Land Premium / fees/levies/cess etc., then the Allottee shall be liable to pay such amounts due to such increase/decrease of taxes/statutory charges.
- 1.7 That the carpet area of the Unit is as per approved building plans. If there is any increase in the carpet area which is not more than 3% of the carpet area of the Unit allotted the Promoter may demand that from the Allottee(s) as per next milestone of the Payment Plan. In case of such a change, any additional payment to be made by the Allottee shall be proportionate to the Total Consideration Value.
- 1.8 In case, the Allottee(s) fails to pay to the Promoter as per the Payment Plan, then in such case, the Allottee(s) shall be liable to pay the interest from the due date till payment at the prescribed rate under Rule 15 of the Rules.
- 1.9 On notice for the offer of possession of the Unit, the balance Total Consideration Value shall be paid by the Allottee(s) and thereafter you will execute the conveyance deed within 3 (three) months as per provisions of the Act/ Rules (*defined below*).
- 1.10 The stamp duty and registration charges will be payable by the Allottee(s) at the time of registering the conveyance deed with the Sub Registrar Office, Noida. No administrative charges shall be levied by the Promoter in relation thereto.

- 1.11 Interest as applicable on instalment will be paid extra along with each instalment.
- 1.12 The Promoter was a successful bidder in auction for a plot carried out by the New Okhla Industrial Development Authority ("NOIDA"), and was allotted a Plot No. 1, admeasuring 52,035 Square Meters (560100 Sq. Ft.), situated in Sector-94, Noida, Uttar Pradesh ("Total Land") under Scheme Code 2022-23 (Commercial Builder Plot-1).
- 1.13 By virtue of a Lease Deed dated 13.01.2023 in favour of the Promoter, duly registered with the Office of Sub-Registrar Sadar-II, Gautam Buddha Nagar as Document No. 223, in Book No. 1, Vol. No. 13301 at Pages 255 to 284 on 16.01.2023 ("Lease Deed"), whereby the leasehold rights of the Total Land to the Promoter for a term of 90 (Ninety) years commencing from 13.01.2023.
- 1.14 The Promoter is developing the aforesaid Total Land into a mixed land use project under the name and style of 'M3M The Cullinan', consisting of both residential and commercial developments out of which Land admeasuring 46,205 square meter. mtrs (herein after referred to the 'Phase-I'),) having registration certificate bearing no. UPRERAPRJ442214, dated 02.06.2023.
- 1.15 That on the balance / reaming land area admeasuring 5,830 square meters, the Promoter is further developing another phase under the name and style of '[•]'(herein called the "Phase-II/Project"), along with amenities, facilities, services etc. and such other developments as may be permitted thereupon.
- 1.16 The Promoter has obtained and shall be further obtaining (as required at the relevant time) necessary sanctions, permissions and approvals from the concerned authorities/ competent authority(ies) for the said Project.
- 1.17 The Promoter has registered the Phase-II/ Project with the Authority as a real estate project under the provisions of the Act read with the Rules, and the Authority has granted registration the Project vide Registration No. [•], dated [•].
- 1.18 That the Allottee(s) shall have proportionate rights and beneficial interest only in respect of the common areas & facilities in the building / tower of the Project. The Allottee(s) shall not be entitled to claim any rights or beneficial interest in the common areas & facilities which may be provided by the Promoter in the Project except to the extent as maybe provided/ defined for by the Promoter in the Agreement for Sub-Lease.
- 1.19 The said Project is further eligible for availing additional Floor Area Ratio (FAR) under any applicable policy as may be approved and notified by the Government/concerned authorities from time to time and that the entire development of the Project comprising of residential and commercial buildings, as the case may be, shall be developed in the Project, as permissible under the existing policy(ies) or in terms of any amendments/ modifications in any existing policy(ies) or any future polices as and when notified and provided under any law in force
- 1.20 That the allotment is subject to the clear understanding by the Allottee(s) that the common areas and facilities in the building/tower shall be shared by all allottee(s) of the Project, and as more particularly mentioned in the deed of declaration to be filed with the competent authorities and the applicable laws, rules and regulations.

- 1.21 That, unless agreed otherwise, the Allottee(s) shall have no rights and beneficial interest in the community and commercial facilities, as provided in the Total Land wherein the Project is located. It is clarified that the Total Consideration Value does not include any cost of the community and commercial facilities.
- 1.22 Further, there shall be interconnection of essential common infrastructure facilities proposed to be provided at the entire Total Land such as water supply, sewage disposal, main circulation roads, storm water drainage, external electrification, horticulture and street lights etc. which shall be available and to be developed in in due course in term of provisions of the Act, Rules and regulations framed thereunder read with the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. However, Allottee(s) agree and undertake that Allottee(s) shall be liable to pay the requisite maintenance charges in respect of such interconnected essential common infrastructure facilities proposed to be provided at the entire Total Land as may be fixed by the Promoter/ nominated Maintenance Agency/ Master Association, as the case may be from time to time.

## **2. MODE OF PAYMENT**

- 2.1 All cheques/demand drafts must be drawn in favour of  
[•]  
Account Number: [•]  
IFSC Code: [•]  
Name of Bank: [•]  
Address of Branch: [•]
- 2.2 Name, contact number and Unit details of the Allottee(s) shall be written on the reverse of the cheque/demand draft.

## **3. NOTICES**

- a. All the notices shall be deemed to have been duly served if sent to the Allottee(s) by registered post/courier at the address given by the Allottee to us and email Id provided in the Application Form.
- b. The Allottee will inform us of any change in your address, telephone no., email ID for future correspondence.

## **4. DEFAULT AND CANCELLATION BY ALLOTTEE(S)**

If the Allottee(s) fails in submission of consent or seeks cancellation/withdrawal from the Project without any fault of the Promoter or fails in payment of required additional amount towards Total Consideration Value , then the Promoter is entitled to forfeit the 10 % (ten percent) of the Total Consideration Value) paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non-payment of any due payable to the Promoter), amounts equivalent to the GST, value of any other items, coupons and vouchers given to the Allottee(s) by the Promoter and any fee/ brokerage/ commission/ GST/ margin/ any rebates availed earlier that may have been paid by the Promoter. The rate of interest payable by the Allottee(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus one (01) percent. The balance



amount of money paid by the Allottee(s) shall be returned. For the sake of clarity, the interest and/or taxes paid on the consideration value shall not be refunded upon such cancellation/termination.

5. COMPENSATION

Compensation shall be payable by the Promoter to the Allottee(s) as per provisions of the Act as adjudged by the adjudication officer in the manner as provided in the Act/ Rules.

6. SIGNING OF AGREEMENT FOR SUB-LEASE

- a. The Promoter and the Allottee(s) will sign the “Agreement for Sub-Lease” within 30 (thirty) days of allotment of this Unit.
- b. That you are required to be present in person in the office on any working day during office hours (with prior intimation) to sign the ‘Agreement for Sub-Lease’ within 30 (thirty) days of allotment of this Unit.

All the terms and conditions mentioned in the Application Form and the Agreement for Sub-Lease shall be applicable.

7. SUB-LEASE DEED OF THE SAID UNIT

The Promoter on receipt of Total Consideration Value of Unit along with other dues/charges for the said Unit along with parking (if applicable), will execute a sub-lease deed in favour of Allottee(s) within three months of receipt of the occupation Certificate. The stamp duty, registration charges and other related charges thereto shall be paid by the Allottee(s).

Best Wishes

Thanking You

Yours Faithfully

For Lavish Buildmart Private Limited

I/We have read and understood the contents of above communication. Accordingly, I/We accept and confirm the same by appending my/our signature(s)

Applicant

Dated:

## SCHEDULE I

### DETAILED TERMS & CONDITIONS:

1. Pursuant to the receipt of the Application, the Promoter has given to the Allottee(s) disclosures of various documents and information regarding the Project to be/ being developed, as envisaged under the Act and Rules and the regulations made thereunder (“collectively RERA Laws”) and the details have also been submitted with the Authority.
2. The Allottee(s) shall, make all payments to the Promoter and/ or as per the instructions of the Promoter from his own bank account only and not from and through the bank accounts of any third party. The Allottee(s) alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favor of the Allottee(s) only. No portion of the Total Consideration Value shall be paid by way of cash deposit in the Promoter’s bank account. Such an act on your part may subject the Company to penal action/ notice from the competent authority under the Income Tax Act, 1961. The cash deposited amount shall not be applied/adjusted against your unit towards any outstanding payments as of the date of the said deposit, rather the same shall be forfeited by the Promoter. You shall, however, always remain liable to make the payments as per the terms of the payment plan agreed upon with the Promoter.
3. The Agreement for Sub-Lease shall comprehensively set out the terms of allotment and the further relationship, along with other conditions as per the provisions of the applicable laws including the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (along with the rules and regulations as may be framed thereunder), as applicable and RERA Laws. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sub-Lease shall prevail.
4. If Allotment of the said Unit is cancelled either by the Allottee(s) or by the Promoter, the Allottee(s) shall cease to have any claim against/ upon the said Unit and/ or against the Promoter (except for the refund as stated herein) and the Promoter shall be free to deal with the said Unit in any manner whatsoever without any further reference/ intimation to you the Allottee(s).
5. Please note that this provisional allotment is further subject to the Allottee(s) paying the requisite stamp duty and registration charges and registering the Agreement for Sub-Lease within the prescribed timelines as per the applicable law, failing which, the Promoter at its sole discretion reserve its right to cancel the Allotment, this Allotment Letter and/or Application Form and forfeit the amounts as per the terms mentioned in the Application Form.
6. Please note that this allotment of the Unit is subject to the Allottee(s) executing/signing and submitting to the Promoter the duplicate copy of the duly signed Allotment Letter within 15 (fifteen) days of the date hereof. If we do not receive the duly signed Allotment Letter from you within the timelines mentioned herein, then it shall be deemed that the Allottee(s) has accepted the allotment of the Unit on the terms and conditions as specified in this Allotment Letter.

7. The Allottee(s) has applied for the booking and allotment of the Unit being fully aware of the cost of the Unit, and also of the new tax regime of Goods & Services Tax (in short 'GST') having come into existence with effect from 01.07.2017. The Allottee is fully aware that all payments made, and all bookings made will attract GST under the Central Goods and Services Tax Act, 2017. The Applicant also confirms that he/ she shall not claim any GST credit and/or claim any reduction in price of the Unit due to application of GST. The Allottee shall also pay, as and when demanded by the Promoter pro-rata share of Goods & Services Tax (GST – w.e.f. 01st July, 2017) or any other statutory taxes, duties, charges, cesses, levies, and the like as may be applicable to the Project or payments to be made by the Allottee to the Promoter (collectively referred to as "Taxes"). The Allottee(s) shall further be liable to pay any change / modification in Taxes as may be levied by the Government or any statutory/competent authority, even if such levies are retrospective in effect (but excluding any such enhancement arising after the committed date of offer of handover of the Unit.
8. Anti-Money Laundering:
- (i) The Allottee(s) hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee(s) under this Allotment Letter towards the Said Unit is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering"). The Allottee(s) shall keep the Promoter, its employees, agents and directors fully indemnified against any loss, claim or damage that may be caused due to any such amounts paid by the Allottee(s) which are directly and/or indirectly proceeds of crime.
  - (ii) The Allottee(s) further declare(s) and authorize(s) the Promoter to give personal information of the Allottee(s) to any statutory authority as may be required from time to time. The Allottee(s) further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge.
  - (iii) The Allottee(s) further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Anti- Money Laundering, then the Promoter shall at its sole discretion be entitled to cancel/terminate this Allotment Letter. Upon such termination, the Allottee(s) shall not have any right, title or interest in the said Unit neither have any claim/demand against the Promoter, which the Allottee(s) hereby unequivocally agree(s) and confirm(s).
  - (iv) In the event of such cancellation/termination, the Promoter shall refund extent of Total Consideration Value amount received from the Allottee(s) after forfeiting the Earnest Money Amount (i.e., 10% of the Total Consideration Value) in accordance with the terms of this Allotment Letter, only after the Allottee(s) furnishing to the Promoter a no-objection / consent letter from the statutory authorities permitting such refund of the amounts to the Allottee(s). It is clarified that the Promoter shall under no circumstance be liable to return/ refund any portion of the Applicable Taxes any pass-through charges paid/ incurred by the Allottee(s) to the Promoter or any government authority.

9. The Allottee(s) shall sign and deliver the Agreement for Sub-Lease with all the schedules along with the payments due as stipulated in the above mentioned Payment Plan, annexed as Annexure-A within 30 (Thirty) days (or such further period as provided / provisioned for by the Promoter) from the date of this Allotment Letter; and appear, if required so, for registration of the Agreement for Sub-Lease before the concerned Sub-Registrar in accordance with the stipulated timelines prescribed by the applicable law. This Allotment Letter is not meant or be treated or deemed to be as Agreement for Sub-Lease as contemplated under provisions of law.
10. In the event of breach or default on the part of the Allottee(s) or his failure to comply with any of his obligations under the Application Form / Allotment Letter, including without limitation, obligation to make payments in timely manner or where the Allottee(s) seeks to withdraw or cancel the Allotment / Agreement for Sub-Lease in respect of the Unit, the Allottee(s) shall be deemed to be in default and the Promoter shall be entitled to forfeit the Earnest Money Amount (being 10% of the Total Consideration Value) and interest component on delayed payment (payable by the Allottee(s) for breach and non-payment of any due payable to the Promoter) and any fee / brokerage / commission / margin / any rebates availed earlier that may have been paid by the Promoter to an Indian Property Associate / Channel Partner / Real Estate Agent (in case the Application is made through a Channel Partner / Real Estate Agent). In the event, the booking amount / the amounts paid by the Allottee(s) towards Total Consideration Value is less than the Earnest Money Amount (being 10% of the Total Consideration Value), the Allottee(s) shall be liable to pay to the Promoter the deficit amount. The rate of interest payable by the Allottee(s) to the Promoter shall be the State Bank of India highest marginal cost of lending rate plus one (01) percent. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s). The payment of the refund amounts shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the consideration value shall not be refunded upon such cancellation/termination.
11. If the Allottee(s) fails to execute and deliver to the Promoter, Agreement for Sub-Lease within 30 (Thirty) days from the date of this Allotment letter or such further period as provisioned and/or appear, if required, before the jurisdictional Sub-Registrar in Noida, Uttar Pradesh for its registration within the prescribed timelines as per applicable law, then the Promoter shall serve a notice to the Allottee(s) by email / by hand / by Post (RPAD) / by courier on the address given by the primary Allottee for rectifying the breach or default. If the Allottee(s) fails to execute and deliver to the Promoter the Agreement for Sub-Lease within the aforesaid prescribed time along with due payment and/or appear before the jurisdictional Sub-Registrar for its registration, the Promoter shall be entitled to cancel this allotment and upon such cancellation, the Allottee(s) shall have right only to seek refund of sums deposited by him after deduction of Earnest Money and interest component on delayed payment, if any, paid by the Allottee, without any interest or compensation whatsoever in the manner and to the extent as provided for hereinafter and shall not have any claim in respect of the Unit.
12. Keeping in view the investments (i.e. time, labour and money) made by the Promoter in developing the Project, the Allottee(s) agree that upon the receipt of the part occupation/ occupation/deemed occupation certificate for the Project, the Allottee(s) shall not be entitled to terminate the Agreement for Sub-Lease or withdraw from the Project for any reason whatsoever. The Applicant(s) further agree/s and acknowledge/s that the

Promoter's obligation of constructing the Unit shall come to an end on receipt of the occupation certificate/part occupation/ deemed occupation certificate and/or issuance of the notice for offer of possession. and that subsequent to the same, the Applicant(s) shall be obliged and bound to complete its obligations under the Agreement for Sub-Lease and take the possession of the Unit. The Allottee(s) agrees that in case the Allottee(s) withdraws from the Project after the receipt of part occupation/occupation/ deemed occupations certificate at no fault of the Promoter, then the Promoter shall be entitled to forfeit the entire amount paid by the Allottee(s) along with Interest, if any. The Allottee(s) further agree/s and acknowledge/s that the Promoter's obligation of handover of possession the Unit shall come to an end upon issuance of the notice for the offer of possession and that subsequent to the same, the Promoter shall not be responsible and/or liable for any obligation towards the Allottee(s) for the possession of the Unit.

13. In the event, Allottee(s) is/are in default of instalments (if any), applicable taxes and any other charges/amounts falling due after the receipt of occupation/ part/deemed occupation certificate, the Promoter shall have an option to terminate the Agreement for Sub-Lease.
14. In accordance with the applicable law and the terms of the Agreement for Sub-Lease, and also in accordance with the procedure laid down by the Promoter, the Allottee(s) shall be entitled to assign / transfer its rights in the allotment of the Unit, with prior written approval of the Promoter. Further, upon the receipt of the part occupancy certificate / occupancy/deemed certificate, as the case may be and execution of the sub-lease deed, the Allottee(s) shall be fully entitled to re-sell or transfer to any third party in accordance with the applicable law.
15. This Allotment Letter shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Noida, Uttar Pradesh alone shall have exclusive jurisdiction over all matters arising out of or relating to this Allotment Letter. All or any disputes arising out of or touching upon or in relation to the terms and conditions 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 discussions within 30 (thirty) days, failing which the same shall be settled through the adjudicating officer appointed under the provisions of the RERA Laws.