

### **Important Instructions to the Allottee(s)**

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

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

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

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

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**(Allottee)**

**(Allottee)**

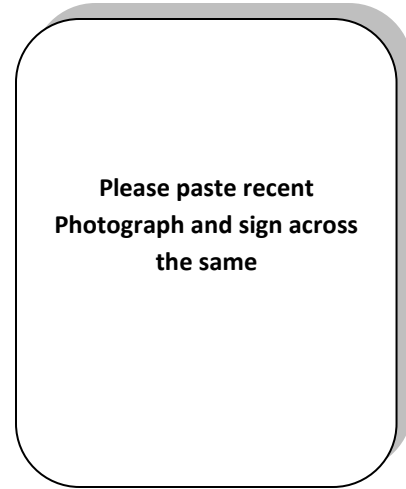
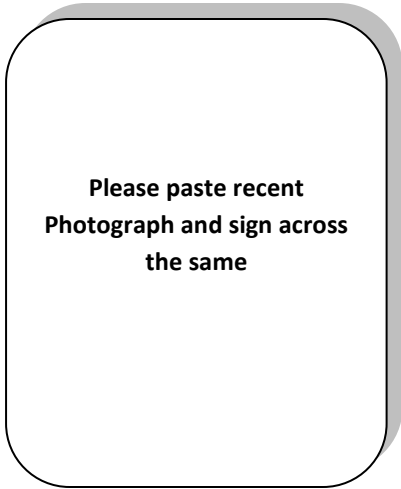
### **Instructions for execution of the Allotment Letter:**

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

**(Authorised Signatory)**

**(Allottee)**

**(Allottee)**



**ALLOTMENT LETTER FOR COMMERCIAL SPACE/ OFFICE SPACE IN  
"INTERNATIONAL TRADE TOWER", MULLANPUR**

Dated: \_\_\_\_\_

To,

1. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Sub: Allotment Letter for Commercial Space/ Office Space in the Commercial and Office Complex known as "International Trade Tower", Mullanapur.**

Dear Sir/Madam,

This has reference to your application submitted to M/s. Bhannu Infrabuild Pvt. Ltd., a wholly owned subsidiary of M/s. Omaxe Ltd. (hereinafter referred to as the "**Company**") for allotment of Commercial Space/ Office Space in the Commercial and Office Complex known as "**International Trade Tower**", **Mullanpur** (hereinafter referred to as said "**Project**") proposed to be developed on land falling in the revenue estate of Village Bharonjian in Mullanpur LPA (GMADA), Distt. SAS Nagar, Punjab, (hereinafter referred to as the said "**Land**").

In response to your application, the Company hereby provisionally allots to you {hereinafter "you" shall be referred to as the "**Allottee(s)**"} a Commercial Space /Office Space more particularly described in **Annexure- A** annexed hereto (hereinafter referred to as "**said Unit**") in the said Project. The allotment is subject to the terms and conditions contained herein below:

1. The Allottee(s) agrees that he has applied for allotment of said Unit with full knowledge of all laws/ notifications and rules applicable to the purchase and acquisition of immovable properties in India and the arrangement pertaining to the said Project in particular which have been explained by the Company and understood by him. The Allottee(s) agrees that firm/provisional allotment shall be made and confirmed by notice on completion of

**For Bhannu Infrabuild Pvt. Ltd.**

**(Authorised Signatory)**

**(Allottee)**

**(Allottee)**

Project whereupon a formal Agreement on Company's standard format containing the terms and conditions contained herein shall be executed by and between the parties.

2. The Allottee(s) has seen the relevant documents/papers pertaining to the said Project and is fully satisfied that the title on the Land of the said Project is marketable and the Company has developed the said Project on the said Land and to sell the said Unit and other units thereat to any party under the terms and conditions mentioned in the Sanction/Permission Letter issued by Punjab Urban Planning & Development Authority (PUDA) or other Concerned Authorities (hereinafter referred to as the said "**Authority**") to the Company and the Allottee(s) hereby accepts and agrees to abide by the terms and conditions of the Allotment Letter.
3. The Allottee(s) confirms that he has examined and understood the tentative plans, designs and specifications of the said Unit & said Project and he agrees to the same. He also agrees that the Company may effect such variations and modifications in the layout plan/ building plan of the Project as may be necessary for optimum utilization of saleable area or as it may deem appropriate and fit in the best interest of the Project or as may be done by any competent authority or Govt. agencies or the Architect of the Project without any objection from him/them and it shall not be obligatory on part of the Company to seek consent of the Allottee(s) for the said purpose. The necessary changes/ alterations may involve change in position/ location, including change in dimensions, area or number etc. of the said Uni.
4. The Allottee(s) agrees that he shall pay the price of the said Unit and other costs calculated on the basis of super area, which is understood to include pro-rata share of the common areas in the Project. The Super Area of the said Unit means the covered area of the said Unit including the entire area enclosed by its periphery walls including area under walls, columns, balconies, lawn and lofts etc. and half the area of common walls with other premises/ Units which form integral part of said Unit and Common areas shall mean all such parts/ areas in the entire said Project which the Allottee(s) shall use by sharing with other occupants of the said Project including Sewerage Treatment Plant, underground/ overhead water tank, electrical substation, guard room, entrance lobby, electrical shafts, fire shafts, plumbing shafts and service ledges on all floors, common corridors and passages, staircases, munties, services areas including but not limited to machine room, security/ fire control rooms, maintenance offices/ stores etc., if provided.
5. It is further understood and agreed by the Allottee(s) that the area of the said Unit given in this Allotment Letter is tentative and subject to change as per direction of the Sanctioning Authority or Architect or Structural Engineers of the Company which may result in change (decrease/increase) in the area of the said Unit, change in its dimension, size, location, number, boundaries etc. The final size, location, number, boundaries etc. shall be confirmed on completion of development of the Project. In case of increase in the allotted area of the said Unit, the Allottee(s) shall pay for the initial 10% of increase in area at the rate of booking of the said Unit and shall pay for balance increased area at the then prevailing company's rate/ market rate. In case of decrease of the allotted area of the said Unit, the amount received in excess over and above the total cost of the said Unit based on the changed area, shall be refunded/ adjusted (as the may be) by the Company.
6. The Allottee(s) hereby agrees to pay to the Company in timely manner the Basic Sale Price, Additional Cost, Preferential location charges, and other charges etc. as per the payment plan opted by the Allottee(s) in **Annexure-B**, which is the essence of this allotment. In addition to the above, the Allottee(s) specifically agrees to pay promptly to the Company, the applicable Service Tax, Cess etc. levied/ to be levied by the Government on services undertaken/ to be undertaken by the Company while constructing or developing the said Unit / Project. The Allottee(s) further agrees to pay directly or if paid by the Company then reimburse to the Company on demand any Govt. levies, Property Taxes, other charges etc. leviable in future on the said Land and/or Project developed/ constructed on the said Land or the said Unit, as the case may be, as assessable/applicable in respect of the said Unit to the Allottee(s) and the same shall be borne and paid by the Allottee(s) in proportion to the area of the said Unit to the area of all the Units in the said Project as determined by the Company. If such charges/cost are increased (including with retrospective effect) after the sale deed has been executed then such charges/cost shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/ lien on the said Unit for recovery of such charges/cost from the Allottee(s).
7. The Basic Sale Price of the said Unit is firm, save and except increases, which the Allottee(s) hereby agrees to pay due to any exorbitant increase in the cost of construction material or cost, increase in super area, increase in height, increase in cost, External Development Charges, Infrastructural Development Charges, Government rates,

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**(Authorised Signatory)**

**(Allottee)**

**(Allottee)**

taxes, cesses etc. and/ or any other cost/ charges which may be levied or imposed by the Government/ statutory authorities from time to time. If any term and conditions of the existing and future Laws, guidelines, directions etc. of any Government or the Competent Authorities made applicable to the said Unit/ Project requiring the Company to provide pollution control devices, effluent treatment plant etc., in the said Project, then the cost of such additional devices, equipments etc. shall also be borne and paid by the Allottee(s) in proportion to the super area of his Unit to the total super area of all the Units in the said Project as and when demanded by the Company.

8. It is clarified by the Company and agreed by the Allottee(s) that the basic selling price of the said Unit does not include the cost towards interest free maintenance Security and other administrative cost and expenses, which shall be payable by the Allottee(s) in addition to the price of the said Unit. The Allottee(s) shall pay the amount on demand, to the Company as may be determined at the time of providing necessary connections from the main line laid along the road servicing the Unit or as the case may be.
9. The standard of internal development has been defined by the Company and in case of any change at a later stage in the specifications of internal development thereby resulting in the Company incurring any extra cost/charges on account of such changes, the same shall be recovered on pro-rata basis from the Allottee(s) and shall be payable as and when demand by the Company.
10. The Allottee(s) agrees and understands that in case the Company is able to get additional FAR, the Company shall have the sole right to utilize the additional FAR in the manner it may deem fit including but not limited to by making additional units or making additional floors in the building in which said Unit is located, or making additional building in and around the said land of said Project and the Company shall be entitled to get the electric, water, sanitary and drainage systems of the additional construction thereof connected with the already existing electric, water, sanitary and drainage system of the said building in the said Project. The Allottee(s) acknowledges that the Allottee(s) has not made any payment towards the additional FAR and shall have no right to object to any of such construction activities carried on the said Land in the said Project.
11. The Allottee(s) agrees that specifications shown in the brochure/ pamphlet/ advertisings etc. are indicative only and that the Company may on its own provide any additional/ better specifications and/or facilities other than those mentioned in the brochure/ pamphlet/ advertisings etc. due to technical or aesthetic reasons including due to non availability of certain materials of acceptable quality and price or due to popular demand or for reasons of the overall betterment of the said Project/ said Unit. The Allottee(s) agrees to pay for the cost of additional/ better specifications and/or facilities as additional cost proportionately or as the case may be, as and when demanded by the Company.
12. The Allottee(s) acknowledges that the Company has readily provided all information, clarifications as required by him / her and that he / she has not relied upon and is not influenced by any architect's plans, sales plans, sale brochures advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Company, its selling agents / brokers or otherwise including but not limited to any representations relating to description or physical condition of the project, or the said Unit or size or dimensions of the said Unit, services to be provided to the Allottee(s), estimated facilities / amenities to be made available to the Allottee(s) or any other data and that he / she has relied only on data/matters/things as specifically represented in this Allotment Letter and application and on his / her own judgment and investigation(s) in deciding to sign and accepts this Allotment to purchase the said Unit. No oral or written representations or statements previously made shall be considered / construed to be part of this Allotment Letter and that this Allotment Letter is self-contained and complete in itself in all respects.
13. The Allottee(s) satisfies and confirms that the cost of the said Unit mentioned in Annexure B, does not include any tax paid or payable by the Company and/or its contractors by way of value added tax, state sales tax, central sales tax, works contract tax, service tax, educational cess one time building tax, luxury tax if any, building and other construction worker's welfare fund or cess or any other taxes, charges, levies by whatever name called, in connection with the development work of the said Project/ said Unit and Allottee(s) hereby agrees to pay the Company, in addition to the cost point out in Annexure B of the said Unit a price equal to the proportionate share of Taxes, the proportionate share being calculated in the ratio of the super area of the said Unit to the total super area of the allUnits in the said Project.

**For Bhannu Infrabuild Pvt. Ltd.**

**(Authorised Signatory)**

**(Allottee)**

**(Allottee)**

14. The Allottee(s) undertakes to pay additionally to the Company External Development Charges (EDC) and Infrastructural Development Charges(IDC), City Development Charges (if applicable), levied and/or leviable in future, by whatever name called or in whatever form and with all such conditions imposed by the Punjab Government and/or any Competent Authority(ies) and any increase thereof and such increase in the External Development Charges (EDC), if any, shall be borne and paid by the Allottee(s) in proportion to the area of the said Unit to the total area of all the Units in the said Project as determined by the Company. If such charges are increased (including with retrospective effect) after the Conveyance Deed has been executed then such charges shall be treated as unpaid sale price of the said Unit and the Company shall have the first charge/lien on the said Unit for recovery of such charges from the Allottee(s).
15. It is clarified that the External Development Charge (EDC), Internal Development Charge (IDC), Electric Connection, External Electrification & Fire Fighting Equipment, etc. and IFMS, other cost are not included in the Basic Selling Price of the said Unit detailed in Annexure B and shall be payable by the Allottee(s) in addition to the price of the said Unit. The Allottee(s) shall pay the following amounts, on demand, to the Company as may be determined at the time of providing necessary connections from the Main line laid along the road servicing the Unit or as the case may be.
  - a. The Electricity Load for the entire project shall be obtained from concerned Electricity authority by the Company or as the case may be, and the cost of installation of Sub-Station/Power House/Transformers shall be charged extra on prorata basis and shall be payable by the Allottee(s) on demand.
  - b. The individual Electricity Connection cost including deposit and Meter cost shall be borne by the Allottee(s).
16. It shall be an essential condition of this allotment that the use of the said Unit shall always be for commercial purpose only. Any change in the specified use, which is not in consonance with the theme of the said Project or is detrimental to the public interest will be treated as a breach of the terms of allotment, entitling the Company to cancel the allotment and forfeit the entire amount deposited by the Allottee(s). Thereafter, the Allottee(s) shall not have any right, title or interest in the said Unit allotted to him. The Allottee(s) agrees that he shall be solely responsible to obtain requisite license/approval/sanction from the competent authority for carrying on commercial activity. Further, the Company shall not in any way, be responsible/liable for any default/violation committed by the Allottee(s) under any applicable laws, rules, regulations, guidelines etc. imposed by the concerned authority(ies) for carrying on commercial activity. Any such default/violation shall automatically entitle the Company to cancel the allotment in accordance with terms of of this Allotment Letter.
17. Subject to other clauses herein, the Company has allotted to the Allottee(s) the Commercial Unit as per the Annexure – A annexed to this Allotment Letter in the said Project as per plans and specifications inspected, seen and agreed by the Allottee(s) for a basic sale price, additional cost and preferential location charges as described in Annexure – B annexed to this Allotment Letter in respect to the said Unit.
18. The Allottee(s) hereby agrees to pay preferential location charges for preferential location as described in this Allotment Letter and in a manner and within the time as stated in the Payment plan. However, the Allottee(s) has specifically agreed that if due to any change in the layout/ building plan, the said Unit ceases to be in a preferential location, the Company may adjust or refund only the amount of preferential location charges paid by the Allottee(s) and such amount shall be adjusted in the last installment as stated in the Payment plan. If due to any change in the layout/ building plan, the said Unit becomes preferentially located, then the Allottee(s) shall be liable and agrees to pay the preferential location charges, as and when demanded by the Company.
19. The Allottee(s) shall also be entitled to use only the generally common areas and facilities within the said Land which may be outside the land underneath the said Project Building earmarked as generally commonly used areas & facilities by all the occupants/ users on the said plot of land. However, such generally common areas and facilities earmarked for common use of all occupants shall not include the exclusive reserved covered parking space individually allotted to the respective occupants for their use. It is further made clear to the Allottee(s) that the Allottee(s) shall have no right, title or interest in other unsold open/ covered car parking spaces, if any, and the same shall be dealt with by the Company at its own discretion as it may deem fit.

**For Bhannu Infrabuild Pvt. Ltd.**

**(Authorised Signatory)**

**(Allottee)**

**(Allottee)**

20. The Allottee(s) agrees that the reserved covered parking space(s) (if any) allotted to him for exclusive use shall be understood to be together with the said Unit as its integral part and the same shall not have independent legal entity detached from the said Unit. The Allottee(s) undertakes not to sell/ transfer/ deal with the reserved covered parking space independent of the said Unit. The Allottee(s) undertakes to park his vehicle in the parking space allotted to him and not anywhere else in the said Land. The Allottee(s) agrees that all such reserved car parking spaces allotted to the occupants of the said Project shall not form part of common areas and facilities of the said Unit. The Allottee(s) agrees and confirms that the reserved covered parking space allotted to him/her shall automatically be cancelled in the event of cancellation, surrender, relinquishment, resumption, and repossession etc. of the said Unit under any of the term and conditions of this Allotment Letter. Further, the Allottee(s) agrees that the car parking opted at the time of application/allotment is tentative and the same shall be confirmed at the time of offer of possession as per actual availability.
21. (a) The Allottee(s) hereby agrees, undertakes and assures the Company and the Maintenance Agency that the Allottee(s) shall not encroach upon any part of the common area/ roof/ terrace of the said Project or upon the adjoining Units of the said Unit either by erecting or constructing any structure or by installing/ putting/ keeping any kind of material, machine, equipment, fixture (temporary or permanent) thereupon which may or may not hinder/obstruct the use of common areas. In case the Allottee(s) encroaches upon any part of the common area of the said Project or upon the adjoining Units of the said Unit by erecting or constructing any structure or by installing/ putting/ keeping any kind of material, machine, equipment, fixture (temporary or permanent) thereupon, the Company/Maintenance Agency is authorized to remove or shift or demolish, as the case may be, such erection or fixture or installation and the Company/Maintenance Agency shall raise expense bill to the Allottee(s) towards the cost of such demolition/removal/shifting along with any other concurrent/ consequential expense/loss incurred by the Company/ Maintenance Agency/ other allottees/ occupiers of other Units which the Allottee(s) hereby agrees and undertakes to pay to the Maintenance Agency within 7 days of receipt of such Bill. The Company/Maintenance Agency shall not be responsible for any kind of loss/ damage caused to any machine/ installation while removing/ demolishing the same or consequential thereupon.
- (b) The structure of the said Project Building may be got insured against fire, earthquake, riots and civil commotion, militant action etc. by the Company or the maintenance agency on behalf of the Allottee(s)'s and the cost thereof shall be payable by Allottee(s) as the part of the maintenance bill raised by the maintenance agency but contents inside each Unit shall be insured by the Allottee(s) at his/her own cost. The cost of insuring the Project Building structure shall be recovered from the Allottee(s) as a part of total maintenance charges and the Allottee(s) hereby agrees to pay the same. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable insurance of any Unit or any part of the said Project Building or cause increased premium to be payable in respect thereof for which the Allottee(s) shall be solely responsible and liable.
- (c) The service areas, if any, as may be located within the said Project, as the case may be, shall be earmarked by the Company to house services including but not limited to Electric Sub-station, Transformer, DG set rooms, Underground water tanks, Pump rooms, Maintenance and Service rooms, Fire Fighting Pumps and equipment etc. and other permitted uses as per Project Plans. The Allottee(s) shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Company or the maintenance agency and its employees for rendering maintenance services. Any violation of this condition shall be a breach of this Allotment Letter by the Allottee(s).
- (d) The fire-fighting equipment, pollution control devices and/ or preventive measures may be installed by the Company in the common area if required by any law/ byelaws, order or directions or guidelines of the Government/ any Statutory Authority/ Body or if deemed necessary by the Allottee(s) and the costs thereof shall be chargeable extra from the Allottee(s) on pro-rata basis. Further the Allottee(s) hereby agrees to pay cost for the individual electricity meter connection to his Unit to the Company on demand before offer of possession of the said Unit.
22. The Allottee(s) shall make all payments within time in terms of schedule of payments as mentioned above and/or as may be demanded by the Company from time to time without any reminders from the Company through A/c Payee Cheque(s)/ Demand Draft(s) in favour of "Omaxe Chandigarh Extn-GBP" payable at par. The receipt of payment may be issued by the Company in the name of first Allottee (in case the said Unit is allotted to joint

For Bhannu Infrabuild Pvt. Ltd.

(Authorised Signatory)

(Allottee)

(Allottee)

Allottees irrespective of payment received from any other person. It is further clarified that the Company shall not be responsible towards any third party making payment/remittances on behalf of the Allottee(s) and such third party shall not have right in the Allotment of the said Unit. The Allottee(s) further agrees that in case he make any payment towards the said Unit from any third party account, then he/they shall ensure that there would be no claim by such third party in the said Unit against the payment made from third party account and the Allottee(s) further agrees that the Company shall not be liable or responsible for any inter-se transaction between such third party and Allottee(s) in any manner whatsoever. In the event, the Allottee(s) makes any payment through any third party account then he hereby agree to submit a declaration signed by such third party to the Company and upon receipt of such declaration from the third party and on realization of payment, the Company shall proceed to issue receipt of such payment made by the Allottee(s) from third party account.

23. The Allottee(s) may avail financial assistance towards purchase of said Unit from any bank/ financial institution. However, if any bank/ financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), then Allottee(s) shall not make such refusal/ delay an excuse for non-payment of any installments/dues to the Company within stipulated time as per the payment plan. Further, the obligation of the Allottee(s) to purchase the said Unit pursuant to this Allotment Letter shall not be contingent on the Allottee(s)'s ability or competency to obtain such financing and the Allottee(s) will remain bound under this Allotment Letter. Further, in case the Allottee(s) fails to repay the loan amount to the bank/ financial institution or fails to comply with any terms and conditions of the loan/ financing agreement entered into with such bank/ financial institution, then the bank/ financial institution may enforce the security by the sale of the said Unit and the Company may accept the Purchaser of the said Unit in place of the Allottee(s), after the Purchaser complies with the necessary formalities of the Company in this respect. The amount standing to the credit in the account of the Allottee(s) after forfeiting the amount as per this Allotment Letter will be transferred to the account of the purchaser. Further, in case the bank/ financial institution ask the company to cancel the booking of said Unit and call for repayment of outstanding loan amount, then the Company may cancel the booking and after forfeiting the amount as per this Allotment Letter, pay the balance amount to the bank/ financial institution against outstanding loan amount for and on behalf of the Allottee(s). Further, the Allottee(s) hereby agrees and understands that, availability of Loan/approval of the Project by the Financial Institution is not the prerequisite/condition precedent of the allotment of the said Unit and Applicant hereby agrees to pay the sale consideration of the said Unit according to opted Payment Plan, irrespective of availability of finance from any Financial Institution.
24. It is agreed by the Allottee(s) that the timely payment of installments and other allied charges/cost indicated herein is the essence of this Allotment Letter. It shall be incumbent on the Allottee(s) to comply with the terms of payment and the Allottee(s) herein has agreed that Company is under no obligation to send reminders for payments. If payment is not received by the Company within the period as indicated in the Payment plan opted by the Allottee(s) or if there is any other breach of terms of this Allotment Letter, then this Allotment may be cancelled.
25. (a) The Allottee(s) hereby agrees that out of the amount(s) paid/ payable by him for the said Unit allotted to him, the Company shall treat 10 % of sale consideration amount as earnest money to ensure fulfillment of all the terms and conditions by the Allottee(s) as contained in this Allotment Letter.  
  
(b) In the event of the failure of the Allottee(s) to perform his obligations or fulfill all the terms and conditions set out in the Allotment Letter, the Allottee(s) hereby authorises the Company to keep on abeyance or suspend or cancel the Allotment of the said Unit and forfeit out of the amounts paid by him, the earnest money as aforementioned together with any interest on installments, interest on delayed payment due or payable, brokerage, dealer commission etc.. The amount, if any, paid over and above the earnest money, interest on delayed payment due or payable, brokerage, dealer commission etc shall, however be refunded to the Allottee(s)/ the financial institution as the case may be by the Company without any interest after re-allotment of the said Unit and after compliance of certain formalities by the Allottee(s). However, in exceptional circumstances the Company may, in its absolute discretion, condone the delay in payment by charging penal interest at the rate of 18% p.a. on the amount outstanding upto one month delay from the due date of outstanding and at the rate of 24% per annum thereafter on all outstanding dues from their respective due dates. Further, if any discount/ concession has been given by the Company in the Basis Sale Price/ in the payment term to the Allottee(s) in lieu of consensus of the Allottee(s) for timely payment of installments and other allied cost, then the Allottee(s) hereby authorizes the Company to withdraw such

**For Bhannu Infrabuild Pvt. Ltd.**

**(Authorised Signatory)**

**(Allottee)**

**(Allottee)**

discount/ concession and demand the payment of such discount/ concession amount as a part of sale consideration amount, which the Allottee(s) hereby agree to pay immediately. The Allottee(s) may opt for cancellation of allotment of said Unit only within two months from the date of allotment of the said Unit and in case the allotment of the said Unit is cancelled at the behest of the Allottee(s), then the Allottee(s) hereby authorizes the Company to forfeit the earnest money and the amount, if any, paid over and above the earnest money shall be refunded by the Company to the Allottee(s) without any interest after re-allotment of the said Unit. Upon cancellation of the said Unit, this Allotment Letter shall stand cancelled and the Allottee(s) shall be left with no right, title, interest, lien etc. on the said Unit.

26. The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permissions, approvals etc. which would enable the Company to fulfill its obligations under this letter of Allotment. The Allottee(s) hereby understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and rules made thereunder as amended from time to time and other applicable laws. The Company accepts no responsibility in this regard.
27. Unless a Conveyance Deed is executed and registered, the Company shall continue to have full authority over the said Unit and all amounts paid by the Allottee(s) under this Allotment Letter shall merely be a token payment for purchase of the allotted Unit and shall not give him any lien or interest on the said Unit until he has complied with all the terms and conditions of this Allotment Letter and a Conveyance Deed of the said Unit has been executed and registered in his favour.
28. This Allotment is subject to the terms and conditions of sanction of layout/building plan issued by said Concerned Authority under the provisions of Concerned Development Act/ Regulation/Rules there under and/or licenses issued by the Concerned Authority in respect of the said Land/ said Project to the Company and the Allottee(s) hereby accepts and agrees to abide by the same.
29. The Allottee(s) is not entitled to get the name(s) of his assignee(s) substituted in his place. The company may however, in its discretion, permit such substitution (which will not be withheld unreasonably), on such terms and conditions including payment of administrative cost and other costs as it may deem fit. Any change in name (including addition/deletion) of the Allottee(s) will be deemed as substitution for this purpose. The Allottee(s) hereby agrees that his Assignee shall get the rights under this Allotment Letter from the date of assignment and not from the date of signing of this Allotment Letter by the Allottee. The Allottee further agrees and understands that the development/ construction period of the said Unit as stated in the Allotment Letter shall be reckoned with effect from the date of assignment of allotment right in the said Unit in favour of his Assignee(s) and his assignee(s) shall not claim for compensation for any delay in offer of possession of the said Unit by the Company.
30. (a) The Company has made clear to the Allottee(s) that the Company may be carrying out extensive developmental/construction activities now and for many years in future in the entire area falling outside said Unit/said Project and that the Allottee has confirmed that he/she shall not raise any objection or make any claims or withhold, refuse or delay the payment of installment/Operation/ Maintenance bills on account of inconvenience, if any, which may allege to be suffered by him/her due to such developmental/ construction or its incidental/ related activities. The Company, relying in good faith on this specific undertaking of Allottee(s), has agreed to sign this Allotment in respect of the said Unit and this undertaking shall survive throughout the occupancy of the said Unit by the Allottee(s), his legal representatives, successors, administrators, executors, assigns etc.
- (b) The Company shall put its best efforts to complete the development/ construction of the Unit within 36 (thirty six) months from the date of signing of this Allotment Letter by the Allottee(s), or within an extended period of 6 (six) months, however construction within aforesaid 42 (forty two) months is subject to force majeure conditions [as mentioned in sub-clause (c) & (d) hereunder] and subject to all Unit Allottees making timely payment or subject to any other reasons beyond the control of the Company. No claim by way of damages/compensation shall lie against the Company in case of delay in handing over the possession on account of any of the aforesaid reasons and the Company shall be entitled to a reasonable

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- extension of time for the delivery of possession of the said Unit to the Allottee(s). The aforesaid period of development shall be computed by excluding Sundays, Bank Holidays, enforced Govt. holidays and the days of cessation of work at site in compliance of order of any Judicial/ concerned State Legislative Body.
- (c) If, however, the completion of the said Project/Building is delayed by reason of non-availability of steel and/or cement or other building materials, or water supply or electric power or slow down, strike or due to dispute with the construction agency(ies) employed by the Company, lock-out or civil commotion, by reason of war or enemy action or terrorist action or earthquake or any act of God or if non-delivery for possession is as a result of any Act, Notice, Order, Rule or Notification of the Government and/or any other Public or Competent Authority or due to delay in grant of completion/ occupation certificate by any Competent Authority or if competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Unit/said Building/said plot of land for any amenities, facilities intended to be created therein or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or for any other reasons beyond the control of the Company then the Allottee(s) agrees that the Company shall be entitled to the extension of time for delivery of possession of the said Unit. The Company as a result of such a contingency arising reserves the right to alter or vary the terms and conditions of this Allotment Letter or if the circumstances beyond the control of the Company so warrant, the Company may suspend the Project for such period as it may consider expedient and the Allottee(s) agrees not to claim compensation of any nature whatsoever (including the compensation stipulated in Clause(g) herein below of this Allotment Letter during the period of suspension of the said Project.
- (d) As a result of any law that may be passed by any legislature or Rule, Regulation or Order or Notification that may be made and/or issued by the Government or any other Authority including Municipal Authority, the Company is unable to complete the construction of the said Unit/ said Building, then the Company may, if so advised, though not bound to do so, at its sole discretion challenge the validity, applicability and/or efficacy of such Legislation, Rule, Order or Notification by moving the appropriate Courts, Tribunal(s) and/or Authority. In such a situation, the money (ies) paid by the Allottee(s) in pursuance of this Allotment Letter, shall continue to remain with the Company and the Allottee(s) agrees not to move for or to obtain specific performance of the terms of this Allotment Letter, it being specifically agreed that this Allotment Letter shall remain in abeyance till final determination by the Court(s)/Tribunal(s)/Authority (ies). However the Allottee(s) may, if he/she so desires, become a party along with the Company in such litigation to protect Allottee's rights arising under this Allotment Letter. In the event of the Company succeeding in its challenge to the impugned legislation or Rule, Regulation, Order or Notification as the case may be, it is hereby agreed that this Allotment Letter shall stand revived and the Allottee(s) shall be liable to fulfill all obligations as provided in this Allotment Letter. It is further agreed that in the event of the aforesaid challenge of the Company to the impugned Legislation/ Order/ Rule/ Regulation/ Notification not succeeding and the said legislation/ order/ rule/ regulation becoming final, absolute and binding, the Company will, subject to provisions of law/court order, refund to the Allottee(s), the amounts attributable to the said Unit (after deducting interest on delayed payments, and interest paid, due or payable, any amount of non-refundable nature) that have been received from the Allottee(s) by the Company without any interest or compensation of whatsoever nature within such period and in such manner as may be decided by the Company and the Allottee(s) agrees to accept the Company's decision, in this regard to be final and binding. Save as otherwise provided herein, the Allottee(s) shall not have any other right or claim of whatsoever nature against the Company under or in relation to this Allotment Letter.
- (e) The Company shall offer in writing to the Allottee(s) to take over, occupy and use the said Unit within thirty (30) days from the date of offer of possession and the Company shall hand over the said Unit to the Allottee(s) for his occupation and use subject to the Allottee(s) having complied with all the terms and conditions of this Allotment Letter and is not in default under any of the terms and to execute Sale/Conveyance Deed. The execution of Sale/Conveyance Deed and transfer of possession of said Unit shall be contingent on the fulfillment of following conditions precedent ("**Conditions Precedent**"):
- (i) The Allottee(s) shall have made payments of all sums due in accordance with the Payment Plan;
  - (ii) The Allottee(s) shall have paid all taxes, costs, charges required towards execution of the Sale/Conveyance Deed and this Allotment Letter and all costs and charges required to be paid by the

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Allottee(s) in accordance with the terms hereof and there shall be no amounts outstanding in respect thereof;

- (iii) The Allottee(s) shall not be in breach of the terms hereof.
- (f) After the receipt of all installments and other dues, if any, No Dues certificate will be issued. After the issuance of No Dues certificate, the Allottee(s) are required to get the Sale/Conveyance Deed executed.
- (g) Upon receiving a written intimation from the Company, the Allottee(s) shall within the time stipulated by the Company in the notice offering possession, take over possession of the said Unit from the Company by executing necessary indemnities, Undertakings and such other documentation as the Company may prescribe and the Company shall after satisfactory execution of such documents and payment by Allottee(s) of all the dues permit the Allottee(s) to occupy and use the said Unit. If the Allottee(s) fails to take over the said Unit as aforesaid within the time limit prescribed by the Company in its notice, the said Unit shall lie at the risk and cost of the Allottee(s) and the Company shall have no liability or concern thereof. Further, in the event of his failure to take possession for any reasons whatsoever, he shall be deemed to have taken the possession of the said Unit on expiry of 30 days of offer of possession for the purpose of payment of maintenance charges or any other taxes, levies, outflows on account of the Unit or for any other purpose. Further, the Company shall not be responsible for any loss or damage to the finishes, fittings and fixtures in the said Unit on account of the Allottee(s) not taking possession of the said Unit, as specified hereinabove. Further it is agreed by the Allottee(s) that in the event of his/ her/ their failure to take over the said unit in the manner as aforesaid, the Allottee(s) shall pay to the Company holding penalty at the rate of Rs. 10/- (Rupees Ten only) per sq. ft. of the built-up area of the said unit per month for the entire period of such delay and to withhold conveyance or handing over for occupation and use of the said unit till the entire holding penalty with applicable overdue interest at the rates as prescribed in this Allotment is fully paid.
- (h) Where Allottee(s) omits, fails, refuses and/or neglects to take possession of the said Unit from the Company for any reasons whatsoever, the Unit shall be held by the Company at the risk and cost of the Allottee (s). Further, the Allottee agrees that in the event of his/her failure to take over the said unit within the time stipulated by the Company in its notice/ written intimation, he/ she shall have no right or any claim in respect of any item of work in the said Unit which he/ she may allege not to have been carried out or completed or in respect of any design specifications, building materials, use or any other reason whatsoever and that he/she shall be deemed to have been fully satisfied in all respects concerning construction and all other work relating to the said Unit/said Project/ Building.
- (i) Upon taking possession of the said Unit, the Allottee(s) shall have no claim against the Company as to any item of work, materials, installations etc. in the said Unit or any other ground whatsoever, and the Allottee(s) waives all rights and claims in relation to the same.
- (j) However, in case of delay in construction of the said Unit attributable to delay of Company subject to Clause (b), (c) & (d) herein above, the Company would pay to the Allottee(s) a sum of Rs. 10/- (Rupees Ten only) per sq. ft. per month for the Built up area of the Unit for the period of delay. However, in case the Allottee(s) fails to adhere to the terms and condition provided in this Allotment Letter or default in making any timely payment as per Payment Plan attached in this Allotment Letter any time during the allotment of the said Unit till the transfer/ Conveyance Deed is executed in his/her favour, on such eventuality Allottee(s) hereby agrees & undertakes not to claim any penalty for delay in construction of the said Unit or offer of possession of the said Unit.
- 31 (a) If for force majeure reasons or for reasons beyond the control of the Company, the whole or part of the project is abandoned or abnormally delayed, no other claim will be preferred except that Allottee's money will be refunded on demand after compliance of certain formalities by the Allottee(s).
- (b) In case of any supervening event like acquisition or any other decision of the Government or Local Authorities, the company is unable to complete the development/ construction of the said Unit, The Allottee(s) shall remain obliged to make payment to the Company proportionate to the extent of the completion thereof and as may be certified by the Architect of the Company. The decision so made shall be

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final. However the Allottee(s) shall be entitled to transfer of the right to receive the compensation (if any) of the Company from the Government in respect of the said Unit.

- (c) Allottee(s) further understands and agrees that timely completion of the Project is entirely dependent upon his/their timely payment of due amounts as per payment plan opted by him/them and in case of default in making payment of due amount within stipulated period, then the same shall not only hamper the overall progress of the Project, but will also be prejudicial to the interest of all Allottees of the units of the Project. If the Applicant(s) fails/ defaults in making payment of due amount within stipulated period then his allotment shall be put under abeyance/ suspension. The Company shall then have right to re-allocate the provisional allotment of the said Unit which includes change in area and location such as floor, dimension, size etc. of the said Unit and or cancel the provisional allotment of the said Unit and forfeit the earnest money detailed in this Allotment Letter. Further in such case, without prejudice to other available rights, if Company opts to use its right to relocate the provisional allotment of the said Unit, as result thereof, if there is any change in dimension, size, location etc. of the said Unit, then the price towards increase/decrease of re-allotted Unit shall be dealt (paid/adjusted) in a manner detailed in the Payment Plan.
32. The Allottee(s) shall, after taking possession or deemed possession of the said Unit, as the case may be, or at any time thereafter shall have no objection to the Company developing or continuing with the development of other Unit adjoining the said Unit sold to the Allottee(s).The Company is authorized to raise loan by creating mortgage of the said land from any Financial Institution/ Bank and the Allottee(s) will have no objection in this regard. However, such mortgage, if created will be got vacated before handing over possession of the said Unit to the Allottee(s).
33. The Allottee(s) hereby agrees and authorizes the Company to make additions to or put up additional structures in/ upon the said Project or additional Units and/or structures anywhere in the said Project/ said Land as may be permitted by the Competent Authorities and such additional Units/ structures shall be the sole property of the Company, which the Company will be entitled to dispose off in any way it chooses without any interference on the part of the Allottee(s). The Allottee(s) agrees that the Company, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structures/ stories with the existing electric, water, sanitary and drainage sources. The Allottee(s) further agrees and undertakes that he shall after taking possession of the said Unit or at any time thereafter, not object to the Company constructing or continuing with the construction of the other building(s)/ blocks outside/ adjacent to the said project or inside the said project/ said Land or claim any compensation or withhold the payment of maintenance and other cost, as and when demanded by the Company, on the ground that the infrastructure required for the said Project is not yet complete. Any violation of this condition shall entitle the Company to seek remedies provided under this Allotment Letter in cases of breach, non-payment, defaults etc.
34. It is agreed by both the parties that notwithstanding the fact that a portion of the common area has been included for the purpose of calculating the saleable Super area of the said Unit, it is repeatedly and specifically made clear that it is only the inside space in the said Unit that has been agreed to be sold and the inclusion of the common areas in the computation does not give any right and title therein as such to the Allottee(s).
35. The Company alone shall be entitled to obtain the refund of various securities deposited by it during construction of the said Project with various Governmental/ Local Authorities for electric, sewer connection or for any other purposes.
36. (a) The roof rights of the Project shall remain with the Company unless allotted to Allottee(s) against consideration. The Allottee(s) shall have no objection if the Company gives on lease or hire any part of the top roof/ terraces above the top floor for installation and operation of antenna, satellite dishes, communication towers, etc.
- (b) No further construction/ modification is permissible to the Allottee(s) anywhere in the Unit.
37. The Allottee(s) shall not do or permit anybody to do the following acts:

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- (a) To store in the Unit any goods, which may be of combustible nature or which are so heavy as to affect the construction or the structure of the Unit or any part thereof.
  - (b) To do anything in or about the said Unit which may tend to cause damage to any flooring or ceiling or any Unit over/ below or adjacent to his Unit or in any manner interfere with the use thereof or of any open space, passages or amenities available for common use.
  - (c) To demolish the Unit or any part thereof or to make any additions or alterations of whatever nature to the said Unit or any part thereof.
  - (d) To close ground space or common passages or common corridors even if a particular floor/ floors are occupied by the same Allottee(s).
  - (e) To make any alterations in any elevations and outside colour scheme of the exposed wall of the verandah or any external wall, or both the faces of external doors and windows of the Unit to be acquired by him, which in the opinion of the Company differ from the colour scheme of the Project.
  - (f) To put up any name or signboard, publicity or advertisement material outside his Unit or anywhere in the common areas without prior permission of the Company or his nominee in writing.
  - (g) To make noise pollution by use of loudspeaker or otherwise and/or throw or accumulate rubbish, dust, rags, garbage or refuse, anywhere save and except at areas/ places specifically earmarked for the purposes in the said Project.
38. The Allottee(s) shall have no objection against the Company if the Company makes allotment of any Commercial Space in the said Project specifically designated for carrying out cafeteria/ Food court/any other allied purpose in favour of any other Allottee(s).
39. If the Company allots any Commercial Space in the said Project in favour of Allottee(s) which is specifically designated for carrying out cafeteria/Food Court/any other allied purpose then:
- (i) Allottee(s) shall have to obtain all licenses, statutory permissions and approvals required for running, operating and establishing the Food Court in the Premises.
  - (ii) Allottee(s) shall have to observe and comply with the rules, regulations and bye-laws of the Municipal Authority of concerned District/State/City or any statutory authority.
  - (iii) All the staff employed in the Food Court shall be the employees of Allottee(s) and the Company shall not be liable for any claims/liability/disputes arising out of their employment.
  - (iv) Allottee(s) shall not employ any employees who is minor under the Indian Majority Act or any other Act prevailing in India and further agrees that it will comply all the provision of Labour Law and other prevailing laws in India for its Commercial Operation of Food Court in the said Premises during the entire term or the extended term of the Allotment Letter and shall always keep the Company indemnified for the same.
  - (v) Allottee(s) agrees to comply with all the requirements of law related to Shops and Establishments Act, Prevention of Food Adulteration Laws, Labour Laws, ESIC, Provident Fund etc. and other statutory provisions governing its business in the Premises during the entire term or the extended term of the Allotment Letter.
  - (vi) No further construction/ modification is permissible to the Allottee(s) anywhere in the Unit.
40. (a) The Allottee(s) will be entitled to possession of the said Unit only after all the amounts payable under this Allotment Letter are paid and the Conveyance in respect of the said Unit is executed and duly registered with the Registrar/ Sub-Registrar concerned.

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- (b) The Allottee(s) before taking possession of the said Unit shall completely satisfy himself regarding the construction, facilities and amenities in respect thereof and hereby agree not to raise any dispute on such account thereafter either individually and or by joining as member(s) in any society and/or otherwise, in any capacity. Further, the Allottee(s) after taking possession of the said Unit shall have no claim against the Company in respect of any item of work which may be alleged not to have been carried out or completed in the said Unit or for any reason whatsoever. All complaints, if any, shall be deemed to have been rectified/ removed before taking the possession of the said Unit by the Allottee(s) or his authorized representative.
- (c) After taking possession of the said Unit by the Allottee(s), if any addition or alteration in or about or relating to the said Unit are required to be carried out by the government or Local Authorities or in pursuance of any statutory requirement, the same shall be carried out by the Allottee(s) in co-operation with the other Allottee(s) in the said Project at its own cost and expenses and the Company shall not be in any manner liable or responsible for the same. Any alteration or addition in the said Unit shall be carried out by the Allottee(s) after getting the plans thereof sanctioned from the concerned authorities.
41. (a) Upon completion of the Project, the Company shall (subject to the whole of the consideration money and other cost and dues being received), complete the Conveyance Deed of the Unit in favour of the Allottee(s) in such manner as may be permissible at the cost and expense of the Allottee(s) and on the terms and conditions of this Allotment Letter except those omitted by the Company as unnecessary and the terms and conditions, if any, imposed by the Authorities in this behalf.
- (b) The stamp duty, registration fee and other legal charges for execution and registration of this Allotment Letter, Conveyance Deed or any other Documents with respect to the said Unit shall be payable by the Allottee(s) within the time specified in call notice given by the Company to the Allottee(s). The Allottee(s) shall be fully responsible for paying any deficient stamp duty and other charges to the Govt. authorities.
42. (a) The Company alone shall be entitled to obtain the refund of various securities deposited by it during development of the Project with various Governmental/Local Authorities for electric and sewer connection etc or for any other purposes.
- (b) The common areas and facilities shall remain under the control of the Company whose responsibility will be to maintain and upkeep the said spaces, sites until the same are transferred/ assigned to any other body or association for maintenance. It is clearly understood and agreed by the Allottee(s) that he/she shall not claim any partition of the said land and/ or common areas/ facilities in the said Project.
43. (a) In order to provide necessary maintenance services the Company may, after offer of possession of the said Unit to the Allottee(s), for the time being, hand over the maintenance of the said Project to any Maintenance Agency at its sole discretion. Thereafter, the Company may handover maintenance services to any body corporate or an association as the Company may in its sole discretion deem fit. The maintenance, upkeep, repairs, lighting, security etc. of the Project buildings including landscaping and staircase and other common areas of the Project will be undertaken by the Company or its nominated Maintenance Agency. The Allottee(s) agrees and consents to the said arrangements. The Allottee(s) shall pay maintenance charges, which will be fixed by the Company or its nominated Maintenance Agency from time to time depending upon the maintenance cost. Further, the Allottee(s) agrees to abide by all the rules, terms and conditions of the bye-laws of the Maintenance Agency or Company and all the amendments/modifications therein.
- (b) The Allottee(s) agrees to pay to the Company interest free Maintenance Security in order to secure adequate provision of the maintenance services and for due performance of the Allottee(s) in paying the maintenance charges and other charges as raised by the maintenance agency from time to time. The Allottee(s) hereby agrees to pay the maintenance charges along with applicable taxes, cesses etc. to the Company/ the Maintenance Agency from the date of commencement of maintenance services by the Company/ the Maintenance Agency in the said Project, whether the said Unit is physically occupied by the Allottee(s) or not. Further, in order to smooth the function and mechanism of payment of monthly Maintenance Charges, the Allottee(s) hereby authorizes the Company to consider/ treat the aforesaid Interest Free Maintenance Security as Advance Maintenance Charges for all purposes from the date of offer of possession of the said Unit and further the Allottee(s) hereby authorizes the Company/ Maintenance Agency, to be appointed for this purpose, to adjust the monthly Maintenance Charges along with applicable taxes, cesses etc. payable to

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the Company/ Maintenance Agency from the date of commencement of maintenance services in the said Project against the aforesaid Advance Maintenance Charges and hereby agrees that the Company/ the Maintenance Agency shall not deliver the bills for the Maintenance Charges on monthly basis till such period the interest free Advance Maintenance Charges are fully exhausted. After the exhaustion of Advance Maintenance charges, the Allottee(s) hereby agrees to pay maintenance charges in respect of the said Unit regularly on monthly basis as per the Bills/ Invoices raised by such Maintenance Agency and in case of non-payment of maintenance charges within the time specified, the Allottee(s) shall pay maintenance charges alongwith interest at the rate of 18% per annum. Further non-payment of maintenance charges shall also disentitle the Allottee(s) to the enjoyment of common services including electricity, water etc.

- (c) The Allottee(s) agrees to pay the said interest free Maintenance Security as per the schedule of payment given in Allotment Letter. A separate Maintenance Agreement between the Allottee(s) and the Company or its appointed Maintenance Agency will be signed at a later date.
  - (d) Subject to Clause stated herein above, in case at any time, the Company hands over the Maintenance Services of the Project to the appointed Maintenance Agency/ the Resident Welfare Association (RWA) of the Project, then the Company shall have the right to transfer the balance Advance Maintenance Charges after adjusting therefrom any outstanding maintenance bills and/ or other outgoings of the Allottee(s) to such Maintenance Agency/ Resident Welfare Association (RWA), as the Company may deem fit, and thereupon the Company shall stand completely absolved/ discharged of all its obligations and responsibilities concerning the interest free Maintenance Security or Advance Maintenance Charges including but not limited to issues of repayment, refund and/ or claims, if any, of the Allottee(s) on account of the same. Further, if any concession/ discount in Common Area Maintenance Charges has been given by the Company to the Allottee(s), then such concession/ discount shall be subject to the timely payment of remaining Common Area Maintenance Charges by the Allottee(s) to the Company or to the nominated Maintenance Agency and only till the time the Company hands over the Maintenance Services of the said Tower/ Project to the Resident Welfare Association (RWA) or Shop Owners Association as the case may be.
  - (e) The Company or Maintenance Agency and their representatives, employees etc. shall be permitted at all reasonable times to enter into and upon the said Unit, roof top, terrace, balconies etc. for carrying out any repair, alterations, cleaning etc., or for any other purpose in connection with the obligations and rights under this Allotment Letter including for connections/ disconnections of the electricity and water and/or for repairing/ changing wires, gutters, pipes, drains, part structure etc. In case of urgency or exigency situation like, fire, short-circuit, gas-leakage, etc. the Allottee(s) hereby authorizes the Company or Maintenance Agency and their representatives, employees etc. to break the locks, doors, windows etc. of the said Unit to enter into the said Unit in order to prevent any further damages/ losses to life/ property in the said or adjoining Units/ Building/ Project.
  - (g) The Allottee(s) hereby agrees to keep the Company/Maintenance Agency harmless and indemnified against all losses/damages/claims which may be caused or which may arise due to any act, conduct and/or negligence of the Allottee(s).
44. The said Project shall always be known as **"INTERNATIONAL TRADE TOWER", MULLANPUR** and the said names shall never be changed by the Unit Allottee(s) or anybody else.
45. (a) The Company shall have the first lien and charge on the said Unit in the event of the Allottee(s) parting with any interest therein for all its dues and/or that may thereafter become due and payable by the Allottee(s) to the Company under this Allotment Letter.
- (b) That the terms and conditions contained herein shall be binding on the occupier of the said Unit and default of the occupier shall be treated as that of the Allottee(s), unless context requires otherwise.
- (c) Delay or indulgence by the Company in enforcing the terms of this Allotment or any forbearance or giving time to Allottee(s) shall not be construed as a waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Allotment by the Allottee(s) nor shall the same in any manner prejudice the rights of the Company.

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(Allottee)

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- (d) In case the Allottee(s) has availed loan facility for purchase of the said Unit, he hereby covenants with the Company that after the execution and registration of Conveyance Deed of the said Unit, the original Conveyance Deed shall be received by the Company on behalf of the Allottee(s) directly from the office of the concerned Registrar/ Sub-Registrar and shall be deposited with the concerned financier/ banker in accordance with the Banking/ financing Rules & Regulations.
46. (a) If any term and conditions of this Allotment Letter is determined to be void or unenforceable under any applicable law, such term and conditions shall be deemed to have been amended or deleted in as far as it may reasonably be consistent with the purpose of this Allotment Letter and to the extent necessary to confirm to applicable law and the remaining term and conditions of this Allotment Letter shall remain valid and enforceable in accordance with other terms. In no circumstances it shall render this Allotment Letter void. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Allotment Letter, the terms and conditions contained in this Allotment Letter shall prevail and be binding on both the parties.
- (b) Any express or implied waiver by the Company of any default shall not constitute a waiver of any other default by the Allottee(s) or a waiver of any of the rights of Company. All original rights and powers of the Company under this Allotment Letter will remain in full force, notwithstanding any neglect, forbearance or delay in the enforcement thereof by the Company, and the Company shall not be deemed to have waived any of its rights, or any provision of this Allotment Letter, or any notice given hereunder, unless such waiver be provided in writing by Company, and any waiver by the Company of any breach by the Allottee(s) of the Allotment Letter, shall not be deemed a waiver of any continuing or recurring breach by the Allottee(s) of the Allotment Letter
47. (a) The Allottee(s) shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by Registered AD letter about all subsequent changes, if any, in his address. The address given in the application for allotment of said Unit shall be deemed to be the registered address of the Allottee(s) until the same is changed in the manner aforesaid.
- (b) In case of joint Allottee(s), all communication shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).
- (c) All letters, receipts, and/or notices issued by the Company or its nominee and dispatched Under Certificate of Posting/ Regd. / Speed Post/ Courier Service to the last address known to it of the Allottee(s) shall be sufficient proof of receipt of the same by the Allottee(s) and shall fully and effectually discharge the Company/nominee.
48. For all intents and purposes singular shall include plural and masculine gender shall include the feminine gender. These expressions shall also be deemed to have been modified and read suitably wherever Allottee(s) is a joint stock company, a firm, any other body corporate or organization or an association.
49. If at any stage this document requires to be registered under any law or necessity, the Allottee(s) binds himself and agrees to have the same registered through the Company in his favour at his cost and expenses and keep the Company fully absolved and indemnified in this connection.
50. (a) The terms and conditions contained hereinabove shall be interpreted in a manner so as to cover the laws and rules prevailing in India and conform to Public Policy and/or Fair Trade Practices.
- (b) That the rights and obligations of the parties under or arising out of this Letter of Allotment shall be construed and enforced in accordance with the laws of India.
- (c) 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 & Conciliation Act, 1996 and/or any statutory amendments/ modifications thereof for the time being in force. The arbitration

**For Bhannu Infrabuild Pvt. Ltd.**

**(Authorised Signatory)**

**(Allottee)**

**(Allottee)**

proceedings shall be held at an appropriate location in Delhi. Subject to the Arbitration as referred above, the Courts at Delhi and Chandigarh shall have jurisdiction in all the matters arising out of/or touching upon and/or in connection with this Allotment Letter.

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

Thanking you,

**For BHANNU INFRABUILD PVT. LTD.**

**I/We hereby accept the allotment on the terms and conditions mentioned hereinabove.**

bl nLrkost esa of.kZr IHkh rF;ksa o 'krksZa dks eq>s@gesa fgUnh esa i<+dj lquk;k o le>k fn;k x;k gS] ftudks iw.kZ #i ls lqudj vkSj le>dj LosPNk ls fcuk fdlh ncko o tcjnLrh ds eSaus@geus bl nLrkost ij vius gLrk{kj@nLr[kr fd;s gSaA

**(Authorised Signatory)  
(Company)**

( \_\_\_\_\_ )  
**Allottee**

( \_\_\_\_\_ )  
**Allottee**

**Witnesses**

1. Name \_\_\_\_\_  
S/W/D/of \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

2. Name \_\_\_\_\_  
S/W/D/of \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

**For Bhannu Infrabuild Pvt. Ltd.**

**(Authorised Signatory)**

**(Allottee)**

**(Allottee)**



**ANNEXURE - A****DETAILS OF UNIT**

All that Commercial Space/ Office Space having Super area admeasuring approx. \_\_\_\_\_ Sq. feet/ \_\_\_\_\_ Sq. meter bearing No. \_\_\_\_\_ or part of Larger Area bearing No. \_\_\_\_\_, on \_\_\_\_\_ Floor in the Commercial and Office Complex named as "**International Trade Tower**", **Mullanpur** proposed to be constructed on a plot of land falling in the revenue estate of Village Bharonjian in Mullanpur LPA (GMADA), Distt. SAS Nagar, Punjab.

**ANNEXURE – B (PART-I)****COST OF THE UNIT**

<b>A. BASIC SALE PRICE:</b>	Rs. _____ /-
<b>B. ADDITIONAL COST*:</b>	Rs. _____ /-
<b>C. MAINTENANCE SECURITY:</b>	Rs. _____ /-
<b>*TOTAL COST OF UNIT: Rs. _____ /- (Rupees _____ only)</b>	

**ANNEXURE – B (PART-II)****COST DETAILS OF THE UNIT**

<b>(A) BASIC COST:</b>	
<b>(I) BASIC SALE PRICE (BSP)</b>	
Rs. _____ /- (Rupees _____ ) per sq. ft./	
Rs. _____ /- (Rupees _____ ) per sq. mts.	
<b>TOTAL : Rs. _____ /- (Rupees _____ Only)</b>	
<b>(II) PREFERENTIAL LOCATION CHARGES (PLC)</b>	
Rs. _____ /--	
<b>(B) * ADDITIONAL COST</b>	
(I) Power Back-up Installation Cost @ Rs. _____ /- per KVA (Minimum 3 KVA)	Rs. _____ /-
(II) Club	Rs. _____ /-
(III) Car Parking-Covered	Rs. _____ /-
(IV) External Electrification Cost (EEC) & Fire Fighting equipment Cost (FFEC)	Rs. _____ /-
(V) Other Cost	Rs. _____ /-
<b>(C) MAINTENANCE SECURITY</b>	
Interest Free Maintenance Security (IFMS) calculated @ Rs. _____ /- per Sq. Ft.	Rs. _____ /-
<b>* Total(A+B+C):</b>	Rs. _____ /- (Rupees _____ Only)
* Service Tax, Cost towards Electricity Sub Station, Individual Electricity Meter, etc. or increase in any Govt. Levy etc., are not included in the total Additional Cost and shall be payable by the Allottee(s) on demand by the Company on offer of possession of the said Unit (as and when demanded by concerned Authority in case of Govt. Levy). Further, PLC shall be payable by the Allottee(s) on the existing BSP.	

For Bhannu Infrabuild Pvt. Ltd.

(Authorised Signatory)

(Allottee)

(Allottee)

**ANNEXURE – B (PART-III)****PAYMENT PLAN FOR COMMERCIAL SPACE/OFFICE SPACE**

<b>PLAN A: LUMP SUM PAYMENT PLAN</b>	
At the time of Booking	Rs. _____
On 60th day of Booking	100% of BSP Less Booking Amount
On Offer of Possession	100% of Additional cost + 100% of PLC (if any) + IFMS + Other cost (if any)

<b>PLAN B: FLEXI PAYMENT PLAN</b>	
At the time of Booking	Rs. _____
On 60th day of Booking	50% of BSP Less Booking Amount
On 150th day of booking	12.5% of BSP
On 240th day of booking	12.5% of BSP
On 330th day of booking	12.5% of BSP
On 420th day of booking	12.5% of BSP
On Offer of Possession	100% of Additional Cost + 100% of PLC (if any) + IFMS + Other Cost (if any)

<b>PLAN C: CONSTRUCTION LINKED PAYMENT PLAN</b>	
At the time of Booking	Rs. _____
On 60th of Booking	20% of BSP Less Booking Amount
On start of Construction	10% of BSP
On casting of 1st Floor Roof	10% of BSP
On casting of 5th Floor Roof	10% of BSP
On casting of 9th Floor Roof	10% of BSP
On casting of 12th Floor Roof	5% of BSP
On casting of 16th Floor Roof	5% of BSP
On casting of 20th Floor Roof	5% of BSP
On casting of 24th Floor Roof	5% of BSP
On Completion of Internal Plastering	5% of BSP
On Commencement of Flooring	5% of BSP
On Completion of External Facade	5% of BSP
On Offer of Possession	5% of BSP + 100% of Additional cost + 100% of PLC (if any) + IFMS + Other Cost (if any)

For Bhannu Infrabuild Pvt. Ltd.

(Authorised Signatory)

(Allottee)

(Allottee)